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VOL. XLVI., No. 25.

# The Solicitors' Journal and Reporter.

LONDON, APRIL 19, 1902.

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All letters intended for publication in the SOLICITORS' JOURNAL must  
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## CURRENT TOPICS.

THE RESIGNATION is announced of Mr. W. PUGH, the Chancery  
 Registrar. We believe that the date of his appointment was in  
 or about 1861, during Lord WESTBURY's chancellorship. He  
 is, it is understood, to be succeeded by Mr. ARTHUR TREED.

OUR READERS will find in another column a very interesting  
 letter from Mr. F. K. MUNTON with regard to the "Father" of  
 solicitors. We were in some dread lest he might have de-  
 throned Mr. R. J. EMMERSON, of Sandwich, whose coronation so  
 recently occurred; but we are happy to say that he assents to  
 the claim of that gentleman; and as there is no higher  
 authority on this subject than our esteemed correspondent,  
 we may probably regard Mr. EMMERSON as securely installed.

THERE WILL be found elsewhere a letter from an experienced  
 correspondent objecting strongly to the practice—which, we  
 believe, has been in force in the Central Office for a month or so  
 —of requiring the names of witnesses to be inserted in  
 subpoenas *before* they are issued. He says, with justice, that  
 the change is likely to lead to great inconvenience, especially  
 in assize cases. The reason for the alteration, which we  
 imagine is only tentative, must apparently be a financial one.  
 A fee of 5s. is payable for every set of three names included in  
 one writ, and the former practice was, where circumstances  
 rendered it necessary, to issue the subpoena without requiring  
 the insertion of the names of witnesses; a note being placed in the  
 margin of the writ limiting the number of witnesses according  
 to the fee paid. Surely this was sufficient protection to the  
 revenue.

IN THE COURT of Appeal on Monday last, in *Nesbitt v. Parrett*,  
 an ingenious attempt was made to read an affidavit by a jury-  
 man to the effect that he had not agreed to the amount of the

verdict as pronounced by the foreman in court, and that when the foreman stated the amount of the damages, he (the juryman) was so staggered that he was physically unable to utter a single word, and was therefore unable to enter a protest at the time. The court, however, declined to admit the affidavit, thus making it clear once more that the verdict of the jury, as pronounced by the foreman in court, is conclusive, so far as the jury are concerned, unless one or more of the jury at once protest against it. The danger of allowing individual jurors subsequently to bring forward allegations that the verdict was not the verdict of all the jury, would be grave indeed.

MR. JUSTICE BUCKLEY, on Thursday in last week, recurred to the subject of the allegation that the company had assets available for distribution in winding up, which, as we mentioned last week, he had held to be necessary in a winding-up petition. He said that "petitions were presented by creditors for small amounts—such as £57—the company in such cases having probably no assets. Persons having obtained judgment for a comparatively small amount, sometimes presented petitions in order to make costs. The petitioner, if a creditor, would probably not have a very large knowledge of the assets of the company, but he must state some facts to shew that his petition was presented with the *bond fide* purpose of realizing something out of which he expected to get payment. It had been contended that the *onus* was upon the company to shew that there were no assets, by way of defence, but in cases in which his lordship might suspect that the petition was presented with the object of making costs, the company probably would not appear. In every winding-up case he should look to see whether there were allegations that there was something to wind up—whether there was uncalled capital of a sufficiently substantial amount to make it worth while to get it in, or any assets in the shape of business, stock-in-trade, or book debts which would produce something.

A STRENUOUS, but unsuccessful, attempt was made last week to persuade JOYCE, J., to rectify an oversight in the preparation of the articles of association of a company. The opinion expressed by the learned judge, that the Chancery Division has no jurisdiction in equity to correct an error in such a document, illustrates the necessity of great care in revising a printer's proof, and especially, where a printed form has been adapted, in seeing that the right copy is the one used for such collation. It appeared in this case of *Evans v. Chapman* (reported elsewhere) that, in arranging for the reconstruction of a company, with provisions which, in order to comply with the requirements of section 4 of the Companies Act, 1900, included a provision that there should be no allotment "unless and until at least seven of the shares so offered" should have been subscribed, the articles of another company had been used as a draft, and, owing to a mistake made by the printer, the article in question contained the words "per cent." after the figure "7." The error was not detected, and the articles retaining it were duly signed by the signatories. The mistake was only discovered after the articles had been registered and numerous applications for the shares had been received. That the mistake was common and clerical appeared not only from the prospectus, where the words "seven of the shares" were correctly stated, but from the circumstances of the case. No shares had been allotted, and no one could be injured by the correction, which was desired by all the signatories. But his lordship declined to consider that a motion for rectification by one of the signatories (to be treated by consent as the trial of the action in order to facilitate the business of the company) was the proper remedy for the mistake that had been made. It was argued, with some plausibility, that the articles signed by seven signatories formed an agreement between them, and as such were entitled to be included in the category of documents capable of being rectified by the court. But JOYCE, J., considered them to be only a document with a statutory effect, to which the general jurisdiction did not apply. Section 50 of the Companies Act of 1862, provides the machinery for the correction of such a blunder by special resolution. The delay thus entailed may well cause inconvenience in such a case.

THE POPULAR game of football has given rise to several criminal charges of manslaughter; but, so far as we know, the action tried this week in the Middlesborough County Court is the first case in which personal injuries received whilst playing that game have been pleaded as the cause of action in civil proceedings for damages. There would seem to be considerable difference in the evidence necessary to convict a person of a criminal charge of assault whilst playing football, and that necessary to support an action for damages. In two reported cases judges have considered whether in a charge of manslaughter it is material to prove that the established rules of the game were broken by the prisoner. In *Reg. v. Bradshaw* (14 Cox 83) BRAMWELL, B., said that no rules or practice of any game whatever can make that lawful which is unlawful by the law of the land, and the law of the land says you shall not do that which is likely to cause the death of another. No doubt it is equally forbidden by law to do that which is likely to cause serious injury to another. In *Reg. v. Moore* (14 T. L. R. 229) HAWKINS, J., said that the rules of the game were quite immaterial, and it did not matter whether the prisoner broke the rules or not. No one had a right to use force which was likely to injure another. If, however, a person injured in a game brings an action for assault against the person who has injured him, it must, it is submitted, be material whether or not the defendant has broken the rules of the game. In this case the plaintiff has voluntarily run certain risks. He must be presumed to have known the rules of the game which he consented to play; and, therefore, he clearly, by taking part in the game, expressed his willingness to submit to anything which under those rules he might be called upon to suffer. The maxim of the law is *volenti non fit injuria*, and a person suffers no wrong who is damaged by some act to which he has consented. If, however, the plaintiff can shew that the act by which he was damaged was not an act authorized by the rules of the game, then it clearly was not an act to which he gave his consent; and if the act amounted to an assault, then it is quite immaterial that it was committed in the course of a game in which the plaintiff was voluntarily taking a part, and the plaintiff has a right to recover in his action. In *Christopherson v. Bars* (11 Q. B. 473), the facts of which are not very clear from the report, PATTESON, J., said that an assault must be an act done against the will of the party assaulted; and, therefore, it cannot be said that a party has been assaulted by his own permission. In football, and other games in which the players come in physical contact with one another, therefore, a player who strictly observes the rules is not liable to an action of assault at the suit of another player. If, however, he departs from the rules and hurts another, he is acting without the permission of that other, and is liable.

THE UNCERTAINTIES and difficulties of the law as to gambling have provided a case of some interest and importance this week at the Westminster police-court. There were several summonses against the defendant, some charging her with keeping a lottery, the others with keeping and using her premises for the purpose of unlawful gaming being carried on thereon. The evidence shewed that the defendant had on her premises certain automatic machines. Unless a halfpenny was dropped into the slot of one of these machines it could not be operated. On putting in the halfpenny, however, the machine could be manipulated in such a manner that a packet of sweets might be won as a prize. A certain amount of skill was required in order to win a prize, but chance was a very important element of success; and the magistrate found as a fact that the machines enabled persons, by combined skill and good fortune, to gain money or money's worth, and also frequently to lose that money by ill fortune and insufficient skill. The question was whether on this finding of fact the defendant could be convicted upon either class of summons. Now, on the charge of keeping a lottery, all the cases seem to shew that where any appreciable amount of skill is necessary in order to win a prize, there is no lottery. Thus in *Hall v. Cox* (47 W. R. 161; 1899, 1 Q. B. 198) it was held by the Court of Appeal that a competition, in which a prize was offered for a correct prediction of the numbers of births and deaths in London in a certain week, was not a lottery. Clearly in this case there was



some small element of skill and judgment in choosing numbers which were somewhere near the average, but chance was the main element. A. L. SMITH, L.J., said: "This prize competition is not a lottery. The result, no doubt, depends largely on chance, but not entirely, and the cases shew that to constitute a lottery it must be a matter depending entirely upon chance." The defendant, therefore, did not apparently keep a lottery, and the magistrate seems to have been right in dismissing the summons for that offence. Upon the other summons, however, he convicted, and, it is submitted, he was right again in his view of the law; though there is something perhaps to be said for the contrary opinion held by another magistrate. Both decisions are likely to be reviewed by the High Court. It seems clear that when the children risked their halfpennies on the chance of winning twopennyworth of sweets, they were gaming. In fact they were betting with the owner of the machines. It was not disputed that the defendant used her premises for this gaming. Therefore the question is reduced to this—was the gaming "unlawful gaming" within the statute? The well-known Park Club case, *Jenks v. Turpin* (13 Q. B. D. 505) goes a long way towards answering this, and the judgment of HAWKINS, J., is an elaborate exposition of the whole law on the subject. From this it appears that no games of mere skill are unlawful games, and that many games of skill and chance combined are lawful. Unlawful gaming, however, may take place even at lawful games. Gaming becomes unlawful if it takes place in a common gaming-house—i.e., in a house habitually used or kept for the purpose of gaming; and all gaming in such a house, even at lawful games, is unlawful gaming. If this be a correct view of the law, it does not seem to matter whether the playing with these automatic machines is an unlawful game or not. At any rate, it is most objectionable that children should be tempted to gamble in this way, and to acquire gambling habits. In illustration of the harm these machines do, an errand boy was charged at the same court with stealing money from his employer; and it appeared he had lost all the money in automatic machines trying to win sweets and cigarettes. There have been many other similar cases recently, and if these machines are unlawful, it is quite time the police stepped in and put an end to them.

IN NOTICING on a previous occasion (*ante*, p. 312) the provisions of the Government Bill to amend the Patent Act, 1883, we drew attention to the fact that under the Bill as it stands a patentee cannot, if the reasonable requirements of the public are being satisfied, be compelled to grant a compulsory licence on the ground that his patent is only being worked abroad, and we said that an objection might be raised to this in the interests of British trade. Such an objection has now been raised, and in a very direct manner. Shortly before Easter an influential deputation waited on Mr. GERALD BALFOUR, representing certain chambers of commerce, manufacturers, and trades unions, who urged that the Government Bill did not meet the requirements of the manufacturers or working classes of this country, "inasmuch as it did not subject foreigners to the same obligation of working their patents in this country that Englishmen are under to do abroad on pain of forfeiting their patents." Mr. GERALD BALFOUR had, earlier in the same day, received a deputation from the Chartered Institute of Patent Agents, who came to urge on him that the compulsory working of patents in this country should not be incorporated into the Bill, which, in their view, is the effect of clause 2 of the Bill as it stands. For reasons appearing in our previous remarks, we do not share this view. Mr. GERALD BALFOUR, of course, pledged himself to nothing; but he was obviously more in sympathy with the second deputation than with the first, for he said that he would be prepared to go so far as to introduce words into the second clause of the Bill shewing clearly that the refusal of a foreign patentee to work his patent in this country should be among the grounds upon which an application for a compulsory licence would properly be made; but he suggested that it would be better for those interested in the subject to come to an agreement on the point. Why the Chartered Institute are bestirring themselves so much in the matter it is rather difficult to see, as it is one which is rather outside their domain.

They may have a great interest in matters relating to obtaining patents, but matters relating to the working of patents when obtained seem to us to be more within the purview of the commercial community. Many commercial men apparently would not be satisfied with making a failure to work a patent in England a ground for a compulsory licence, but wish to adopt the continental plan of making a British patent void unless it is worked in this country. We do not, however, think that they will induce the Government to adopt their views, having regard especially to the fact that there is a growing feeling abroad against the principle of compulsory working, which has already borne fruit. But we are afraid that the diversity of opinion at home on this question of compulsory working will lead to the shipwreck of the Government Bill, which would be a misfortune.

THE CASE of *Lawford v. Billericay Rural District Council*, decided by DARLING, J., last week, was certainly a hard case. The plaintiff sued to recover remuneration for his services as engineer in connection with a sewerage scheme promoted by the defendant council. He had been verbally instructed by the council to perform these services, and it was admitted that they had been duly performed. The council, nevertheless, declined to pay the remuneration, and set up the defence that there was no agreement with the plaintiff under their seal. As to urban authorities, a sealed contract is expressly required by section 174 of the Public Health Act, 1875, where the amount or value to which the contract relates exceeds fifty pounds, and under this section it has been clearly decided, both by the Court of Appeal and by the House of Lords, that where there is no such contract the person employed cannot recover even in a case where his part of the agreement has been fulfilled: see *Hunt v. Wimbledon Local Board* (27 W. R. 123); *Young v. Mayor, &c., of Leamington* (8 App. Cas. 517). This section, however, does not apply to contracts made by a rural authority; the defence, therefore, rested upon the rule that "the proper legal mode of authenticating the act of a corporation is by means of its seal," and that "*prima facie* for general purposes a corporation can only contract under seal": see per Lord COLERIDGE, C.J., in *Austin v. Guardians of Bethnal Green* (22 W. R. 406). This rule has been clearly recognized in later cases; but certain exceptions have been grafted on to it, the principle underlying the exceptions being that wherever to hold the rule applicable would occasion very great inconvenience or tend to defeat the very object for which the corporation was created, the exception has prevailed: see *Church v. Imperial Gas Light Co.* (6 A. & E., at p. 861), approved by the Court of Exchequer in *Mayor of Ludlow v. Charlton* (6 M. & W., at p. 822). As instances in which the exception ought to prevail, there have been suggested the engagement of an inferior servant or the doing of frequently recurring or insignificant acts; again, in the case of *Nicholson v. Bradfield Union* (13 W. R. 731) a coal merchant was held entitled to recover the price of coals supplied to a workhouse under a parol contract. In the recent case before DARLING, J., the contract with the plaintiff related to a matter (the sewerage of their district) which was clearly within the powers and duties of the defendant council, but it was not a matter which was essential to their existence, nor was it a trivial or frequently recurring matter, and the learned judge was constrained by the authorities to give judgment for the defendants.

WE HAD occasion in August last (45 SOLICITORS' JOURNAL, 716) to comment upon the unreported case of *McDonnell v. The London and Edinburgh Insurance Co.*, decided by one of the Divisional Courts of the King's Bench Division. It was an action to recover back the amount of premiums paid by the plaintiff in respect of a policy effected by him on the life of one FLOOD. The plaintiff's case was that RUDD, an agent of the defendant company, suggested that he should insure FLOOD's life with the company. The plaintiff alleged that he told RUDD that he had no right to insure FLOOD's life, but that RUDD said, "I will make it all right, I will get a will," and that he produced a form of will by FLOOD in favour of the plaintiff which FLOOD signed, but which was never attested. The policy was

thereupon effected, and the plaintiff paid premiums for some years, but having then discovered that he had no insurable interest, brought this action to recover them back. The Divisional Court gave judgment against the plaintiff on the ground that all matters of fact were in the common knowledge of both parties, and that RUDD's statement amounted at the most to a misrepresentation of the law. In commenting upon the decision, we said: "If a case should arise in which a company, after inquiring at their office as to whether there was a sufficient interest, were, upon due consideration and with full knowledge of the facts, to inform the proposer that there was nothing to render the insurance invalid, it would seem strange that they should, after receiving the premiums for some years, be at liberty to disclaim all liability on the policy on the ground that there was no insurable interest." This opinion seems to us to be strongly supported by the case of the *British Workman's and General Assurance Co. v. Cunliffe*, decided by the Court of Appeal on the 9th of April. Here, also, the claim was for the return of premiums which had been paid by the respondent in respect of a policy on the life of HAMPSON, his brother-in-law. The policy was effected through one BIBBY, formerly an agent of the appellant company, and it had been effected on a life in which the respondent had no insurable interest. It also appeared that BIBBY knew that the respondent had no insurable interest, and that before the policy was effected he informed the respondent that the policy would be "all right," and that the money would be paid on the death of the assured. The respondent effected the insurance relying on the statement that the policy would be all right, but having been afterwards advised that he had no insurable interest, he claimed the return of the premiums.

THE DEFENCE of the company seems to have been, first, that, as the respondent had no interest in the life of his brother-in-law, the insurance, by virtue of the Life Assurance Act, 1774, was null and void and in the nature of a wager; secondly, that by the Gaming Act, 1892, s. 1, any promise, express or implied, to pay any person any sum of money paid by him under or in respect of any wagering contract is null and void, and no action can be brought to recover the money, and they referred to *Howard v. Refuge* (54 L. T. 644), where MATHEW and A. L. SMITH, JJ., appear to have held that a son who had effected a policy on his father's life in which he had no insurable interest, had merely made a wager and consequently could not recover back the premiums he had paid. The respondent's case was, of course, that he had been induced by the misrepresentation of the company through their agent to pay them money in consideration of what he was assured was a valid security, and that the paper writing which he received was no security. The Divisional Court having decided in favour of the respondent, it was contended in the Court of Appeal that the representation of BIBBY was a representation of law, and that the money could not be recovered back. The court dismissed the appeal, VAUGHAN WILLIAMS, L.J., saying that they could not draw the inference that BIBBY meant to make a general statement of law, and made an inaccurate one. When he said that the policy was all right it was obvious that his meaning was that the respondent would be entitled to enforce payment of the money due under the policy, though he had no insurable interest. There could be no doubt that the company, having obtained payment of money on that statement, ought not to be allowed to retain it. Assuming the facts to be as found, we think this decision will give general satisfaction. However important it may be to maintain the distinction between a misrepresentation of fact and a misrepresentation of law, it must be remembered that the present proceeding was, in substance, to obtain a rescission of a contract on the ground that there was a complete difference in substance between what was supposed to be taken and what was actually taken. It was, therefore, unnecessary to consider whether the secretary or the directors of the company were personally liable upon the statement as to the legal effect of the security. The simple question was whether the company could retain premiums which had been obtained by the improper conduct of their agent.

WHEN NOTICE to quit has been given it frequently happens that upon the expiration of the notice the landlord does not require immediate possession, while the tenant on his side is glad to remain as long as possible. In these circumstances, if the possession is allowed to remain unchanged, and especially if rent is subsequently paid, it may be a question whether the notice has not been waived, so that the landlord, when at length he wishes to re-enter, finds himself met by an existing tenancy. In general, no doubt, the landlord waives the notice by accepting rent due for the occupation of the premises, even for a single day, provided it is rent due under the tenancy agreement (*Keith, Prowse, & Co. v. National Telephone Co. (Limited)*, 42 W. R. 380; 1894, 2 Ch. 147); but waiver is a question of fact, and there seems to be no reason to attribute the same result to a payment of rent which is not referable to the former tenancy. In the case of *School Board for London v. Peters* (Times, 14th inst.), before RIDLEY, J., recently, the school board had served notice to quit upon the defendant, who was tenant of certain land at a rent of £45 a year, payable quarterly. The notice expired on the 25th of December, 1900, and the defendant, who remained in possession, paid rent up to that date. In the following August the secretary to the school board wrote to the effect that it might be arranged for the defendant to be left in undisturbed possession upon condition that she raised no objection to the rent for the year. She accordingly remained in possession, and in January last paid £45 for the year 1901. The school board then required possession, but it was contended that the notice to quit had been waived, and that a new one was necessary. The case is perhaps not so clear as *Whitacre v. Symonds* (10 East, 13), where the tenant was told that he might remain unless the premises were sold. When they had been sold, he claimed still to continue in possession on the ground that there had been a waiver, but the court naturally refused to allow him thus to change the nature of the landlord's permission. The landlord's promise was only to suspend the exercise of his right under the notice to quit till the sale, and this he had done. In that case there was no payment of rent, and hence there was some ground for distinguishing it from the present. The rent of £45, however, for the year after the expiration of the notice to quit, was not, as RIDLEY, J., pointed out, paid quarterly, as under the old tenancy, and it was not unnatural to treat it as a lump sum payable for the year's occupation while the notice to quit was in suspense. He held, therefore, that the notice was not waived, and that the school board, on the expiration of the additional year, were entitled to enforce it.

WHEN A LESSOR or landlord brings an action to recover possession of premises under a power of re-entry for non-payment of rent, he is generally able to avail himself of the statutory provisions making a formal demand of the rent unnecessary where half a year's rent is in arrear and there are not sufficient goods on the premises to satisfy a distress. But in *Hosley v. Hebbert*, tried before PHILLIMORE, J., on the 9th of April, there was a weekly tenancy and the written agreement gave a right of re-entry "if four weeks' rent is unpaid for more than the space of seven days." The plaintiff could not rely upon the statutory provision, as half a year's rent was not in arrear at the commencement of the action, and it was contended that he was bound to prove a demand of the rent according to the strict rules of the common law. The learned judge held that the words of the agreement must be taken to dispense with this demand. This decision seems to us to go further than any reported case, as there were no words in the agreement saying that the landlord might proceed whether the rent had been demanded or not. The agreement did not in any way refer to a demand of the rent.

Mr. Justice Darling, says the *Globe*, invited, with the other members of the Divisional Court, to declare that a certain course of action was legal, because it was necessary, replied, "Necessity knows no law." Another legal wit had already turned the proverb to account. There was once a member of the North-Eastern Circuit, who, though very successful as an advocate in the criminal courts, was wont to boast that he knew no law. Sir Frank Lockwood dubbed him "Necessity."



## ESTATE DUTY ON SETTLED PROPERTY.

THE Finance Act, 1894, s. 1, imposes estate duty on the property which passes on the death of a person. Section 2 contains definitions of property passing on death, and section 5 (1) imposes a further estate duty, called settlement estate duty, on settled property (except where the only life interest after the death of the deceased is that of his or her wife or husband), which is not to be paid more than once during the settlement. Sub-section 2 of section 5 provides that, where estate duty has already been paid on any settled property since the date of the settlement, estate duty shall not be payable in respect thereof "until the death of a person who was at the time of his death, or had been at any time during the continuance of the settlement, competent to dispose of the property." Sub-section 3 provides that if the interest of any person claiming under the settlement fails or determines by reason of his death before it becomes an interest in possession, and subsequent limitations under the settlement continue to subsist, the property shall not be deemed to pass on his death.

The construction of the words in sub-section 2 "until the death of a person, &c.," is full of difficulties. One of the highest authorities on the construction of the Act informs us that, in his opinion, the words mean that whenever that person dies, and whether he has parted with the property or not, duty is payable on his death—in other words, that as soon as the settlement takes effect the property becomes subject to a prospective charge of duty on the death of such person, and that estate duty resembles succession duty in becoming a charge the instant that the property is settled. The answer to this view appears to be that estate duty is not payable except where property passes on death, "so that if on the death of the person who had been at any time during the continuance competent to dispose of such property," the property does not pass, no duty will be payable, but it will be payable on the occurrence of the next death where property passes.

It will be remembered that where an estate includes an interest in expectancy, the duty in respect of it is to be paid, at the option of the person accountable, either on the death, in which case the property chargeable is valued as a reversion, or payment may be delayed till the property falls into possession. It is probable that the word "paid" in section 5 (2) means "actually paid," so that if the person accountable for duty elects not to pay till the reversion falls in, the exemption conferred by that sub-section will not apply.

We will discuss the incidence of estate duty on property comprised in a settlement in which the limitations or trusts are to A. for life, with remainder to B. for life, with remainder to C. absolutely. There are six cases, depending on the order of the deaths of A. B. and C., to be considered: they may die in either of the orders following—A. B. C., A. C. B., B. A. C., B. C. A., C. A. B., and C. B. A.

We will also discuss the case in which either of A., B. and C. conveys his interest to D. for life, with remainder to E. absolutely. It will be remembered that in this case the original settlement and the conveyance form together a compound settlement.

If A. conveys to D. for life, with remainder to E., D. becomes the first tenant for life under the compound settlement, and his estate may determine either by his own death or by the death of A., so that in this case duty will be payable on the death of whichever of A. or D. dies first. If the case falls within section 2 (1) (c) duty will not be payable on the death of A. if he dies after D., because, although the property passes at the death of A., exemption from duty is conferred by section 5.

If C. conveys to D. for life, with remainder to E., duty will be payable on the death of E., whenever it happens, as on his death no further limitations exist under the compound settlement. As C. is a person who at one time could dispose of the property, duty will also be payable on the death of the person taking under the compound settlement who dies next after C., unless the case falls within section 2 (1) (c), in which case duty will be payable on the death of C., but not on the death of the person dying next after him.

It is unnecessary to discuss the common case in which C.

resettles the property, taking the first life under the resettlement, as in this case duty will be payable on his death, as being a person who at one time was entitled to dispose of the property, and the question what duty will be payable on the deaths of the remaindermen under the resettlement will be answered in the same manner as if it was an original settlement.

## CASE 1.—ORDER OF DEATHS A. B. C.

*No conveyance.*—Duty will be payable on the death of A., the first tenant for life, no duty will be payable on the death of B. (see section 5), and duty will be payable on the death of C.

*Conveyance by A. to D. for life, with remainder to E.*—Duty will be payable on the death of whichever of A. or D. dies first. No duty will be payable on the deaths of B. or E., but duty will be payable on the death of C. If the case falls within sub-section 2 (1) (c), duty will not be payable on the death of A. if he dies after D., because, although the property passes at his death, exemption from duty is given by section 5 (2).

*Conveyance by B. to D. for life, remainder to E.*—Duty will be payable on the deaths of A. and C., but not on the deaths of B., D. or E. If the case falls within section 2 (1) (c), no duty will be payable on the death of B. for the reason given in the preceding case.

*Conveyance by C. to D. for life, remainder to E.*—Duty will be payable on the death of E., whenever it happens. Duty will be payable on the death of A. if he dies before E. No other duty will be payable unless D. dies next after C., in which case duty will be payable on the death of D. If, however, the case falls within section 2 (1) (c), duty will be payable on the death of C., but no duty will be payable on the death of D.

## CASE 2.—ORDER OF DEATHS A. C. B.

*No conveyance.*—Duty will be payable on the death of A. and on the death of C., but not on the death of B.: *Attorney-General v. Doddington* (1897, 2 Q. B. 373); *Commissioners of Inland Revenue v. Priestley* (1901, A. C. 208).

*Conveyance by A. to D. for life, with remainder to E.*—Duty will be payable on the death of whichever of A. or D. dies first. No duty will be payable on the deaths of B. or E. Duty will be payable on the death of C. No additional duty will be payable if the case falls within section 2 (1) (c).

*Conveyance by B. to D. for life, with remainder to E.*—Duty will be payable on the deaths of A. and C., but not on the deaths of B., D. or E. No additional duty will be payable if the case falls within section 2 (1) (c).

*Conveyance by C. to D. for life, with remainder to E.*—Duty will be payable on the death of E. whenever it happens. Duty will be payable on the death of A. if he dies before E. No other duty will be payable unless D. dies next after C., in which case duty will be payable on the death of D. If, however, the case falls within section 2 (1) (c), duty will be payable on the death of C., but no duty will be payable on the death of D.

## CASE 3.—ORDER OF DEATHS B. A. C.

*No conveyance.*—Duty will be payable on the deaths of A. and C. No duty will be payable on the death of B., as the limitation to him never takes effect.

*Conveyance by A. to D. for life, with remainder to E.*—Duty will be payable on the death of whichever of A. or D. dies first. No duty will be payable on the death of B. or E. Duty will also be payable on the death of C. No additional duty will be payable if the case falls within section 2 (1) (c).

*Conveyance by B. to D. for life, with remainder to E.*—The limitations to D. and E. never take effect. Duties will be payable on the death of A. and C.

*Conveyance by C. to D. for life, with remainder to E.*—Duty will be payable on the death of E. whenever it happens. Duty will be payable on the death of A. if he dies before E. No other duty will be payable unless D. dies next after C., in which case duty will be payable on the death of D. If the case falls within section 2 (1) (c), duty will be payable on the death of C., but no duty will be payable on the death of D.

## CASE 4.—ORDER OF DEATHS B. C. A.

*No conveyance.*—Duty will be payable on the death of C. only: *Attorney-General v. Doddington* (1897, 2 Q. B. 373); *Commissioners of Inland Revenue v. Priestley* (1901, A. C. 208).

*Conveyance by A. to D. for life, with remainder to E.*—If D. dies before C. duty will be payable on his death, but not otherwise. Duty will also be payable on the death of C. No other duties will be payable. And it will make no difference if the case falls within section 2 (1) (c).

*Conveyance by B. to D. for life, with remainder to E.*—Here, as B. dies before A., the limitations to D. and E. never take effect, and duty will be payable on the death of C. only.

*Conveyance by C. to D. for life, with remainder to E.*—Duty will be payable on the death of E. whenever it happens. If E. does not die next after C. it will also be payable on the death of A. or D., who dies next after C. If the case falls within section 2 (1) (c), duty will be payable on the death of C., but not on the death of A.

## CASE 5.—ORDER OF DEATHS C. A. B.

*No conveyance.*—Duty will be payable on the death of C. only: *Attorney-General v. Doddington*; *Commissioners of Inland Revenue v. Priestley* (*ubi supra*).

*Conveyance by A. to D. for life, with remainder to E.*—If D. dies before C., duty will be payable on his death, but not otherwise. Duty will be payable on the death of C. No other duties will be payable. And it will make no difference if the case falls within section 2 (1) (c).

*Conveyance by B. to D. for life, with remainder to E.*—Duty will be payable on the death of C. No other duties will be payable, and it will make no difference if the case falls within section 2 (1) (c).

*Conveyance by C. to D. for life, with remainder to E.*—Here duty will be payable on the death of E. whenever it happens. Duty will be payable on the death of A. unless E. survives C. and dies before A. If the case falls within section 2 (1) (c), duty will be payable on the death of C., but not of A.

## CASE 6.—ORDER OF DEATHS C. B. A.

*No conveyance.*—Duty will be payable on the death of C. No other duty will be payable.

*Conveyance by A. to D. for life, with remainder to E.*—If D. dies before C., duty will be payable on D.'s death, but not otherwise. Duty will be payable on the death of C., but no duties will be payable on the deaths of A., B. or E. It will make no difference if the case falls within section 2 (1) (c).

*Conveyance by B. to D. for life, with remainder to E.*—Here the limitation to B., and therefore the limitations to D. and E., never take effect, and duty is only payable on the death of C.

*Conveyance by C. to D. for life, with remainder to E.*—Duty will be payable on the death of E. whenever it happens. If E. does not die next after C., duty will be payable on the death of A. If the case falls within section 2 (1) (c), duty will be payable on the death of C., but not of A.

## PRESCRIPTIVE RIGHT TO LIGHT.

THE recent decisions of the Court of Appeal in *Warren v. Brown* (50 W. R. 97; 1902, 1 K. B. 15) and *Horne and Colonial Stores (Limited) v. Colls* (50 W. R. 227; 1902, 1 Ch. 302) have put an end to the distinction between the acquisition of a right to light for ordinary and for extraordinary purposes which some of the cases seemed to establish, and have placed the whole subject of the extent of an easement of light acquired by prescription upon a surer basis. By section 3 of the Prescription Act, 1833, it is provided that "when the access and use of light to and for any dwelling-house, workshop, or other building shall have been actually enjoyed therewith for the full period of twenty years without interruption, the right thereto shall be deemed absolute and indefeasible," unless it has been enjoyed under an agreement in writing. This enactment materially differs from the corresponding provision of section 2 with regard to the acquisition of other easements by prescription. When a right of way or of water has been enjoyed "by any person claiming right thereto" without interruption for twenty years, it is not to be defeated by shewing only that it was enjoyed at some time prior to the

twenty years, but it may be defeated by any other means by which such an easement could have been defeated prior to 1833, by shewing, for instance, that the grant, upon the presumption of which the easement was founded, could not have been made; and it is only after the full period of forty years that it is to be deemed absolute and indefeasible. In consequence of the form of section 3 it has been said that the right to an ancient light is now "matter *juris positivi*, and does not require, and therefore ought not to be rested on, any presumption of a grant or fiction of a licence having been obtained from the adjoining proprietor": per Lord WESTBURY, C., in *Tapling v. Jones* (11 H. L. C., p. 304).

And as the right to light was, under the statute, thus indefeasibly acquired by twenty years' enjoyment, it was perhaps not an unnatural assumption that the extent of the easement was only to be limited by the amount of light actually coming to the window through the period of prescription. "The general rule," says a writer entitled to weight upon the subject, "which may be deduced from the reported cases seems to be, that a prescriptive right to light is a right to that amount of light which has been accustomed to enter a window during the whole of the prescriptive period, irrespectively of the purposes for which it may have been actually used" (Goddard on Easements, 5th ed., p. 365). "The right conferred or recognized by the statute," said Lord CRANWORTH, C., in *Yates v. Jack* (14 W. R. 618, 1 Ch. 295), "is an absolute and indefeasible right to the enjoyment of the light without reference to the purpose for which it has been used; and therefore, even if the evidence satisfied me, which it does not, that for the purpose of their present business a strong light is not necessary, and that the plaintiffs will still have sufficient light remaining"—i.e., for the purpose of sampling—"I should not think that the defendant had established his defence unless he had shewn that for whatever purpose the plaintiffs might wish to employ the light there would be no material interference with it." And shortly afterwards Lord CHELMSFORD, C., approved this opinion in *Calcraft v. Thompson* (15 W. R. 387), adding: "The right which is gradually ripening—and which after twenty years' enjoyment is absolutely acquired—is the right to have the light freely admitted to the house through an aperture of certain dimensions. The particular use to which the house is applied during the period in which the right is thus growing never enters at all into consideration. When the full statutory time has been accomplished, the measure of the right is exactly that (neither more nor less) which has been uniformly enjoyed previously."

It was seen, however, that to give the owner of the dominant tenement an absolute right to the whole of the light which had entered the window during the period of prescription was to go beyond the necessity of the case, and to impose an undue burden on the servient tenement, and the doctrine which seems to be suggested by the above cases was denied in *Kelk v. Pearson* (19 W. R. 665, 6 Ch. 811). "On the part of the plaintiff," said JAMES, L.J., in that case, "it was argued before us that this was an absolute right—that now, under the statute 2 & 3 Will. 4, c. 71, he had an absolute and indefeasible right by way of property to the whole amount of light and air which came through the windows into his house. Now I am of opinion that the statute has in no degree whatever altered the pre-existing law as to the nature and extent of this right. The nature and extent of the right before that statute was to have that amount of light through the windows of a house which was sufficient, according to the ordinary notions of mankind, for the comfortable use and enjoyment of that house as a dwelling-house, if it were a dwelling-house, or for the beneficial use and occupation of the house, if it were a warehouse, a shop, or other place of business. That was the extent of the easement—a right to prevent your neighbour from building upon his land so as to obstruct the access of sufficient light and air, to such an extent as to render the house substantially less comfortable and enjoyable." This was really a return to the rule laid down by BEST, C.J., in *Back v. Stacey* (2 C. & P. 465), when, in directing the jury, he said: "In order to give a right of action . . . there must be a substantial privation of light, sufficient to render the occupation of the house uncomfortable, and to prevent the plaintiff carrying



on his accustomed business (that of a grocer) on the premises as beneficially as he had formerly done." Thus the dominant tenement is not entitled to the entire amount of light which has entered the windows, nor is it correct to say that no regard is paid to the use to which the premises are put. It is in practice only by having regard to their use that it is possible to say whether the enjoyment of them has been substantially interfered with. The view expressed in *Kelk v. Pearson* was endorsed by the Court of Appeal in *City of London Brewery Co. v. Tennant* (22 W. R. 172, 9 Ch. 212). "I wish to express," said Lord SELBORNE, C., in the latter case, "my complete adherence to the view of the law taken in the case of *Kelk v. Pearson*, correcting some impressions which might have arisen from the language used in former cases by some learned judges."

But as soon as reference was made to the actual manner in which the light had been enjoyed, it became possible to draw a distinction between the use of the light for ordinary and for extraordinary purposes, and in *Lanfanchi v. Mackenzie* (15 W. R. 614, 4 Eq. 421), and again in *Dickinson v. Harbottle* (28 L. T. 186) MALINS, V.C., held that user of premises for purposes requiring an extraordinary amount of light did not give a right to that light if the user had not been continued for twenty years; with the apparent result that had the user existed for that period the right would have been established. The distinction was the basis of the judgment of WRIGHT, J., in *Warren v. Brown* (49 W. R. 206; 1900, 2 Q. B. 722), where also there had been a user of light for twenty years, but for the purposes requiring an extraordinary amount only for a shorter period. He held upon the authorities that the plaintiffs, having an abundance of light left for all ordinary purposes of inhabitation or business, were not entitled to relief on the ground that their extraordinary use had been interfered with, notwithstanding that they had suffered substantial damage—damage which the learned judge assessed as to the tenant at £100 and as to the reversioners at £200.

The decision of WRIGHT, J., in *Warren v. Brown* was reversed in the Court of Appeal (*supra*), and it was decided that the distinction between the acquisition of a right to light for ordinary and for extraordinary purposes was ill-founded. The extent to which a right to light is acquired depends on "the ordinary uses, by way of habitation or business, to which the house has been put or might reasonably be supposed to be capable of being put." In this passage from the judgment of the court delivered by ROMER, L.J., the word "ordinary," indeed, occurs, but it is not meant to perpetuate the distinction which we have been describing. It includes, as the remainder of the judgment shews, the special purposes of a particular business for which the premises are reasonably suited, and if at the time when the obstruction occurs the premises are being used for such special purposes, or if those are purposes for which they may probably be required (see *Aynsley v. Gover*, 23 W. R. 147, 459, 18 Eq. 544, 10 Ch. 283), then such purposes are the measure of the right of light, and if substantial damage has been caused, there is a right of action. It is no reply that after the obstruction the premises are still sufficiently lighted for purposes other than the special purposes of the business which is being carried on. It is in this business that the plaintiff suffers loss, and in respect of the loss he is entitled to his remedy by injunction or damages. The same doctrine was laid down in *Home and Colonial Stores v. Colls* (*supra*). To found the right to the remedy there must be substantial interference with ancient lights, and real damage must result. "But," said COZENS-HARDY, L.J., in delivering the judgment of the Court of Appeal, "there may be real damage to the owner or occupier of a building used for particular purposes, or reasonably adapted to particular purposes, although there would be no real damage if the building were not used or reasonably adapted to such purposes." The test, therefore, depends on the actual interference with the beneficial enjoyment of light, without regard to the distinction whether the purposes for which it is required are ordinary or extraordinary, provided only they are purposes to which the premises are reasonably adapted.

It was announced on Tuesday that the House of Lords would not sit during the present week to hear appeals.

## REVIEWS.

## STONES JUSTICES' MANUAL.

STONE'S JUSTICES' MANUAL: BEING THE YEARLY JUSTICES' PRACTICE FOR 1902. A GUIDE TO THE ORDINARY DUTIES OF A JUSTICE OF THE PEACE. WITH TABLE OF STATUTES, TABLE OF CASES, APPENDIX OF FORMS, AND TABLE OF PUNISHMENTS. Edited from 1896 to 1901 by the late GEORGE B. KENNETT, Esq., THIRTY-FOURTH EDITION. Edited J. R. ROBERTS, Esq., Solicitor, Clerk to the Justices and to the Visiting Committee of H.M. Prison, Newcastle-on-Tyne. Shaw & Sons; Butterworth & Co.

Each year as a fresh edition of this invaluable work has made its appearance it has been more and more difficult to say anything new about it, save to notice the new matter which the latest legislation and the latest decisions of the courts have rendered necessary. This year, unhappily, on opening the thirty-fourth edition, we are at once struck with the fact that the gentleman who for twenty-five years so ably edited the work has been removed by death. As stated in a publishers' note, it must have been no easy task to select an editor to replace the late Mr. Kennett; but, as far as can be judged at present, they seem to have been successful in choosing a successor who will carry on his work as he would have liked it to be done. The new edition will lose nothing by comparison with any of its predecessors. While a few of the notes have been re-written, all the best known characteristics of the work have been retained. We notice that some cases are cited which have been omitted from previous editions; and this no doubt adds to the value of the work. All the recent decisions appear to be incorporated conveniently and noticed correctly. Some Acts of Parliament of considerable importance to magistrates have been passed since the last edition was published. Of these, the two to which the attention of magistrates has been most frequently directed are the Youthful Offenders Act, 1901, and the Intoxicating Liquors (Sale to Children) Act, 1901. A large amount of revision has been made necessary by the codification of the law in the Factory and Workshop Act, 1901—an Act which takes up as much room in the Statute Book as all the other Acts of Edward VII. put together. All these Acts are dealt with in the new volume, in the manner to which previous editions have made us accustomed. In short, those numerous practitioners who have in the past put their trust unhesitatingly in "Stone" may rest content that they may continue to put the same trust in it under its new editor.

## THE ENGLISH REPORTS.

THE ENGLISH REPORTS, VOLS. 15, 16, AND 17. PRIVY COUNCIL, VOLS. 4, 5, AND 6, CONTAINING MOORE P. C., VOLS. 13 TO 15; MOORE P. C. N. S., VOLS. 1 TO 9. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

These books bring down the Privy Council cases to 1873, completing, as we imagine, the general series of Privy Council reports. They are to be followed by three volumes containing all the cases in the fourteen volumes of Moore's Indian appeals. The last volume contains several cases of general interest and importance, including *Molloy, Marsh, & Co. v. The Court of Wards* (9 Moo. N. S. 214) and *London Chartered Bank of Australia v. Lempiers* (Ib. 426). We have had occasion in practice to refer to the notes of subsequent decisions which are appended to the reports, and, especially with regard to decisions on points of construction of documents, we have been glad to find that these notes are carefully considered, and cite only the really useful cases; and do not, as is too often the practice, give a string of decisions bearing more or less on the point. Nothing is more annoying than to have to weed out such a list of decisions for the purpose of ascertaining the rule of construction. We shall be glad, by the way, when the sombre invisible green livery of the Privy Council series comes to an end; and we hope that the Chancery Appeal decisions, which, we suppose, will follow, will be clad in a more cheerful colour. It may be suggested that it would be convenient to have the Chancery Appeal and Chancery cases bound in dark and light shades of the same colour.

## THE SOLICITOR'S CLERK.

THE SOLICITOR'S CLERK. PART II. EMBRACING MAGISTERIAL AND CRIMINAL LAW, LICENSING, BANKRUPTCY ACCOUNTS, BOOK-KEEPING, TRUST ACCOUNTS, &c TO WHICH IS ADDED A GLOSSARY OF SOME LEGAL MAXIMS, WITH THEIR PRONUNCIATIONS. By CHARLES JONES. THIRD EDITION, REVISED AND ENLARGED. Effingham Wilson.

This small book is not intended for the use or instruction of the man who has a regular legal education, but for his comparatively uninstructed clerk. We do not say that the former could derive no benefit from a study of the work, for he probably

might pick up some useful hints from the chapters dealing with accounts. If, however, an intelligent clerk, who has had no great advantages of education, really wishes to qualify himself to be of value to his employer (and to earn a larger salary), he cannot do better than devote some of his spare time to carefully reading this book. Probably his best course will be, not to read it straight through, but to read those parts which refer particularly to the business he has then in hand, so that his work may be illustrated and explained as he goes along. The book gives a short and accurate summary of the law relating to the matters named on the title-page, together with some useful practical rules and suggestions. As an example of the author's practical wisdom, we may quote his words of advice to the clerk about to take notes of evidence before conducting a case of assault: "In quarrels between women, do not let your notes run into a lot of side issues, but keep them as short as possible, giving merely sufficient of the causes to make the case clear." There is one thing which strikes the reader as rather remarkable about the book, and that is, that although the date 1902 appears on the title-page, the author does not yet seem to have heard of the Criminal Evidence Act, 1898. On p. 40 we read, "As a general rule, a prisoner is not allowed to give evidence on his own behalf." Apparently, too, he has not yet heard of the death of her late Majesty. In fact, although appearing under the date 1902, the book was probably prepared for the press about the year 1896. Apart from this, however, there is little but good to say of a praiseworthy attempt to supply the solicitor's clerk with a pocket lantern to illuminate the dark places of his path.

#### FOOD AND DRUGS.

**FOOD AND DRUGS. A MANUAL FOR SOLICITORS, PUBLIC ANALYSTS, INSPECTORS, TRADERS, AND OTHERS. BEING A CONSOLIDATION OF THE SALE OF FOOD AND DRUGS ACT, 1875; SALE OF FOOD AND DRUGS ACT AMENDMENT ACT, 1879; MARGARINE ACT, 1887; SALE OF FOOD AND DRUGS ACT, 1899. BY CHARLES JAMES HIGGINSON, Barrister-at-Law. SECOND EDITION. Eppingham Wilson.**

Several small handbooks have appeared relating to this important subject, but this differs from the others in its arrangement. It consolidates the four Acts in a way which makes it very easy to appreciate how each affects, or is affected by, the others. The notes are clear and accurate, and written very simply, and with a freedom from technicalities which will make the book especially welcome to non-professional readers. The book is brought well up to date, all the most recent decisions being noticed in their proper places. Traders will find the Introduction, which gives a summary and exposition of the alterations in the law made by the Act of 1899, very useful; and the Appendix not only contains the four Acts *in extenso*, but also the Orders of the Local Government Board and the Rules of the Board of Agriculture.

#### BOOKS RECEIVED.

**The Factory and Workshop Act, 1901: Its General Effect and Parliamentary History, with Notes and other Information, including the Full Text of the Act. For the Guidance of Employers of Labour and Others. BY C. WILLOUGHBY WILLIAMS, B.A., Barrister-at-Law, and CHARLES E. MUSGRAVE, Assistant Secretary to the London Chamber of Commerce. Eppingham Wilson.**

**Common Company Forms: being a Series of Practical Precedents Required in the Incorporating, Managing, and Voluntary Winding up of Companies under the Companies Acts, 1862-1900, with Explanatory Notes and Distinctions. BY ANTHONY PULBROOK, Solicitor. Eppingham Wilson.**

**American Law Review. March-April, 1902. Editors, SEYMOUR D. THOMPSON, LEONARD A. JONES. Reeves & Turner.**

**The Law Quarterly Review. Edited by Sir FREDERICK POLLOCK, Bart., D.C.L., LL.D. April, 1902. Stevens & Sons (Limited).**

The Judicial Committee of the Privy Council resumed their sittings after the Easter vacation on Tuesday. Their first list of causes, says the *Times*, includes eleven appeals—namely, from Bengal three, New South Wales two, Madras, Allahabad, Haidarabad, Jersey, Natal, and New Zealand one each. There are also eight judgments for delivery in appeals in which the arguments were heard before the vacation.

Mr. Justice Grantham, says the *Pall Mall Gazette*, believes in variety of occupation. Within a week he devoted one day to the duties of a county magistrate by presiding at the East Sussex Quarter Sessions; another day found him acting as judge at the Bar Point-to-Point Steeplechase, and since then he has been engaged in a three days' murder trial at the Old Bailey. This is not a bad record for a judge who has been on the bench long enough to entitle him to retire on a pension.

## CORRESPONDENCE.

### THE ALTERATION IN THE ISSUE OF SUBPENAS.

[To the Editor of the Solicitors' Journal.]

Sir,—The recent alteration in the practice as to the issue of subpoenas at the Central Office—namely, the official requirement that the names of witnesses be inserted in subpoenas *before* issue—will undoubtedly lead to a great deal of inconvenience, especially in cases for trial at the assizes, and it is difficult to see what benefit will be derived from the alteration.

MANAGING CLERK.

April 10.

[See observations under "Current Topics."—Ed. S.J.]

### THE LAND REGISTRY.

[To the Editor of the Solicitors' Journal.]

Sir,—Before completing a purchase of part of land, to which the vendor was registered upon the Land Registry with an absolute title, I applied on the 23rd of October, 1901, to the Map Department for a plan, and was advised to use the estate plan for the transfer. This was done, the purchase was completed, and the documents were lodged at the registry on the 25th of November, 1901, for the transfer to be completed. But the land certificate was not issued until the 26th of March, 1902.

The preparation of a plan of a plot of land which is less than one-tenth of an acre occupied the registry, and delayed the matter, from November to March.

The purchase-money was £200, and the solicitor's scale fee £1 1s., estimated, of course, on the assumption that transfers of absolute titles, which require no investigation, cause little trouble.

JOHN F. LONSDALE.

5, Adam-street, Adelphi, W.C., April 11.

### THE "FATHER" OF THE PROFESSION.

[To the Editor of the Solicitors' Journal.]

Sir,—In my letter in your issue of the 16th of February (written when a long way from England, with no opportunity of examining my notes) I suggested that Mr. Algernon Field, of Leamington, was one of the oldest, if not the oldest, practising solicitor, he being admitted in Trinity term, 1834. Your correspondent of the 1st of March pointed out that Mr. R. J. Emmerson, of Sandwich, was admitted in the previous Michaelmas term (1833), and on reference to my notes I certainly think that this gentleman holds the first position in the provinces; at all events I have no antecedent record.

I believe that I am right in saying that my revered friend (and ex-colleague on the Council), Mr. F. H. Janson, is now the oldest solicitor practising in the metropolis, he having been admitted in 1835.

Perhaps I may once more explain that the origin of my keeping up these notes lay in the fact that nearly forty years ago I happened to come across a gentleman who was admitted early in 1795 and who took out his certificate as late as 1868! I refer to Mr. James Birch, of Croydon. As far as I know, this is the longest consecutive period on record.

At the present moment (as I have already pointed out in the SOLICITORS' JOURNAL) the real father of the legal profession (taking both branches together) is Mr. F. C. Belfour, who was called to the bar in June, 1833.

But there may still be somebody whose name has been withdrawn from the current Law List. There are, of course, a large number of solicitors not in active practice—in the full sense of the word—(like myself, for example), who, owing to association with trusts and the like, find it convenient to maintain a formal status by taking out certificates as of their places of residence, but one can quite conceive that there are men still living admitted before 1833, who neither have occasion nor desire to renew their certificates. It would be interesting to hear of any barrister or solicitor coming within the latter category.

In these days of centenarians nothing is surprising. I think I stated in your columns a few years ago that Mr. Mourilyan, then well over ninety years of age, who carried on business as a solicitor in Paris, was in constant attendance at his office there, where I saw him tripping up a steep staircase with as much activity as a man in the prime of life.

Let me just add that (apart from the quoted instances) there are at least five and twenty barristers or solicitors still living whose names have appeared in the Law List for upwards of sixty years! Twickenham, April 16.

FRANCIS K. MUNTON.

The Easter law sittings in Ireland were this week, says the Dublin correspondent of the *Times*, formally opened. In the morning the Lord Chancellor held a *levée* at his residence for members of the bar, and subsequently received in the central hall of the Four Courts the members of the judicial bench.



## CASES OF THE WEEK.

## Court of Appeal.

HOLLAND v. BENNETT. No. 1. 14th April.

PRACTICE—WRIT—SERVICE OUT OF JURISDICTION—"BREACH OF CONTRACT WITHIN JURISDICTION"—ACTION FOR WRONGFUL DISMISSAL—LETTER OF DISMISSAL POSTED ABROAD—XL 1 (b).

Appeal from an order of Bucknill, J., at chambers affirming an order of the master setting aside the notice of the writ of summons and the service thereof on the defendant out of the jurisdiction. The action was brought to recover damages for breach of contract and wrongful dismissal. The plaintiff was in February, 1901, appointed by the defendant, who was a foreigner having a place of residence in France, but none in England, London correspondent of the European edition of the *New York Herald* at a weekly salary. On the 26th of October, 1901, the defendant wrote and posted at Naples a letter addressed to the plaintiff in England, and received by him there, giving him notice that he would terminate his employment at the expiration of two weeks from that date. The plaintiff thereupon issued a writ claiming damages for breach of contract and wrongful dismissal, and being unable to serve it in England, he obtained leave to issue a concurrent writ and to serve notice thereof on the defendant out of the jurisdiction, and he served the notice on the defendant at Nice. The defendant entered a conditional appearance, and applied to set aside the notice of the writ and the service thereof. It was admitted that the contract was one which ought to be performed within the jurisdiction, but it was contended that there was no breach thereof within the jurisdiction within the meaning of ord. 11, r. 1 (a), the breach having occurred when the letter was posted at Naples and not when it was received in England. In support of this contention *Cherry v. Thompson* (L. R. 7 Q. B. 573), *Matthews v. Alexander* (L. R. 7 C. L. 575), and *Hamilton v. Barr* (18 L. R. Ir. 297), were cited. The master upon this ground set aside the notice and the service thereof, and Bucknill, J., affirmed the order. The plaintiff appealed.

THE COURT (VAUGHAN WILLIAMS and MATHEW, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J., said that, without in any way saying that *Cherry v. Thompson* and the two Irish cases were wrongly decided, he would only say that it was impossible for them to arrive at any other conclusion than was arrived at in those cases. It was of great importance that the decisions should be uniform in regard to the practice in cases of this sort, and nothing had been suggested in argument to convince them that they ought to hold that those decisions were wrong. There was upon the above cases a complete breach of the contract at Naples, and the order of the learned judge was right.

MATHEW, L.J., concurred.—COUNSEL, Tindal Atkinson, K.C., and P. Rose Innes; J. E. Bankes, K.C., and Norman Craig. SOLICITORS, Spencer, Cridland, & Co.; Lewis & Lewis.

[Reported by W. F. BAREY, Esq., Barrister-at-Law.]

Re SCHNADHORST. SANDKUHLE v. SCHNADHORST. No. 1. 14th and 15th April.

WILL—CONSTRUCTION—GIFT TO A CLASS—GIFT OVER ON DEATH "LEAVING ISSUE"—PERIOD OF INDEFEASIBLE VESTING.

This was an appeal from a decision of Joyce, J. (reported 1901, 2 Ch. 338). By his will dated the 30th of December, 1889, Francis Schnadhorst, after giving certain legacies, devised and bequeathed the residue of his real and personal estate to his trustees on trust for conversion and investment, and after directing certain investments to be set aside for the benefit of his wife, children, and sisters, he directed his trustees to pay the income of the residue of the trust fund to his wife for life or widowhood. The will then proceeded: "And subject to the provision aforesaid upon trust after the decease or second marriage of my wife to apply the income of the trust fund in or towards the maintenance, education, or advancement of my children until the youngest who shall be living shall attain the age of twenty-one years or being a daughter shall attain that age or marry. Subject to the trusts and powers hereinbefore contained I direct that the trust fund and the income thereof and all accumulations of income or so much thereof as shall not have become vested or been applied pursuant to this my will, shall be held in trust for all my children who being a son or sons shall attain the age of twenty-one years, or being a daughter or daughters shall attain that age or marry, to whom I give and bequeath my residuary real and personal estate in equal shares. I direct that if any of my children shall die leaving issue, such issue shall take his or her deceased parent's share equally as tenants in common." The testator died on the 2nd of January, 1900, leaving him surviving his widow and three children (two sons and a daughter), of whom one son alone was an infant at the date of the death, while the other son was married and had infant children, and the daughter was married. The executors and trustees having renounced probate and disclaimed the trusts of the will, administration with the will annexed was granted to the married son. The daughter and her husband took out this summons for the determination of the questions whether upon the true construction of the will the children who survived the testator and attained twenty-one or married took vested indefeasible interests in the residue subject to the widow's interest, or only on surviving her, or only on dying without leaving issue. Joyce, J., held that children who survived the testator took vested indefeasible interests only if and when they died without leaving issue; and the daughter and her husband appealed, their appeal being supported by the married son. Counsel for the infants were not called upon.

THE COURT (COLLINS, M.R., and STIRLING and COZENS-HARDY, L.JJ.) dismissed the appeal.

COLLINS, M.R.—We have to see what on the fair grammatical construction of his will the testator must be taken to have meant, according to the authorities by which the case is governed. It has been contended for the appellant that "die leaving issue" means die leaving issue under twenty-one" or "in the lifetime of the widow," or "before the youngest child attains 21." In support of the first contention, *Horne v. Pillans* (2 My. & K. 15) is relied on, but this case is distinguished from that as regards the daughter, by the fact that there the gift was to two ladies if they should attain twenty-one, while here it is to daughters at twenty-one or marriage; and it would be difficult to say that that case, though not applying as regards the daughter, applies as to the sons. And in *O'Mahony v. Burdett* (25 W. R. 361, L. R. 7 H. L. 388) Lord Cairns said that *Horne v. Pillans* was a case of an entirely different kind, since there was no gift over, and no gift at all till the legatees attained twenty-one. In *O'Mahony v. Burdett* the words were "die without children," here they are "die leaving issue"; but this is immaterial. Authority clearly lays down that without some special words limiting the meaning, death in these cases means death at any time. Is there any such limiting context here? It has been pressed on us that such is to be found on the testator's evident wish that the beneficiaries should take shares at some time or other; but there is no direction to pay the fund over at a particular time, and to hold that the words "to whom I give and bequeath my residuary real and personal estate" amount to such a narrowing and defining context, would be to put a very large construction on the words. The appeal fails.

STIRLING, L.J.—I agree. I am satisfied that the testator framed a distribution of his property which is very inconvenient to his children, and that if his attention had been called to the matter he would probably have done differently; but we cannot speculate as to this, and must construe the will according to its natural and proper meaning if there is no context requiring a different meaning to be given. In *O'Mahony v. Burdett* Lord Selborne pointed out two classes of cases in which such a context was found: the one, cases in which there is an express direction for distribution, the other cases in which there is evidence of an intention that the legatee shall in some event take an absolute interest. It was urged that such a context could be found here in the fact that there is no express direction to continue paying the income after the youngest child attains twenty-one, and also that an absolute gift is contained in the words "to whom I give and bequeath my residuary estate." But I can find no indication of the testator's intention that there was to be a distribution at the death of the widow or on the youngest child attaining twenty-one. Indeed the will points the other way, since the property is to be "held in trust," and so remain in the hands of the trustees, and there are no directions for distribution when the trust for maintenance is come to an end. And the words, "I give and bequeath" do not amount to a direction for a division at any particular time; or indicate that in any particular event the legatees were to take absolute interests. I do not think this case falls within either of Lord Selborne's two classes. As to *Horne v. Pillans*, Lord Cairns treated that as a case of alternative gift, and therefore it does not apply here. The testator must have contemplated that the daughter would survive him, and the clause must be treated in the same way as regards the other children. And I should have arrived at the same conclusion if all the children had been under twenty-one.

COZENS-HARDY, L.J., delivered judgment to the same effect.—COUNSEL, Younger, K.C., and Peterson; Micklem, K.C., and W. H. Cozens-Hardy; Dibdin, K.C., and R. J. Parker. SOLICITORS, Swann, Green, & Co.; Flux, Leadbitter, & Neighbour.

[Reported by H. W. LAW, Esq., Barrister-at-Law.]

Re BETTY. Ex parte BETTY. No. 1. 11th April.

BANKRUPTCY—UNDEFENDED ACTION—PETITION OF JUDGMENT CREDITOR—DEBTOR IGNORANT OF BANKRUPTCY PROCEEDINGS OWING TO ABSENCE ON ACTIVE SERVICE—RECEIVING ORDER—GROUNDS FOR RECISSION.

This was an appeal of A. T. H. K. Betty from a decision of Mr. Registrar Gifford refusing to rescind a receiving order made against him. The appellant was defendant, in February, 1900, in an action in the Queen's Bench Division for money lent, in which judgment was entered against him for the amount and costs, no counsel appearing for him. Shortly afterwards he enlisted in the Imperial Yeomanry, and left the country for South Africa on active service. After his departure the judgment creditor served a bankruptcy notice on him, and afterwards a petition in bankruptcy, an order for substituted service having been made. The debts amounted to about £1,900, of which about £1,350 were secured by charges on a considerable reversionary interest to which the appellant was entitled. The appellant after a long period of active service had now returned to Europe, though he had not surrendered, and he filed an affidavit to the effect that until the 20th of January, 1902, he was in utter ignorance of the bankruptcy proceedings. In March, 1902, he applied to the registrar for rescission. He claimed that by means of the reversionary interest he could pay his creditors in full; and it was contended as his behalf that in the exceptional circumstances of the case, having in view his ignorance of the proceedings owing to his absence on active service, it was a proper case for rescission in order that the petition might be reheard.

THE COURT (COLLINS, M.R., and STIRLING and COZENS-HARDY, L.JJ.) dismissed the appeal.

COLLINS, M.R.—In this case it is not disputed that the Queen's Bench judgment was properly obtained, though the appellant's solicitor thought there was no defence to the action, and so did not instruct counsel; and in the bankruptcy proceedings also everything has been done regularly and in proper form. But notice of them did not in fact reach the debtor till

January last, and he came in March to the registrar and asked for rescission of the receiving order on this ground. He has not, however, been able to show that he has paid the petitioning creditor, and even if he could have shown this it would have been going a very little way towards fulfilling the conditions on which applications of this kind, affecting the right of others, should be granted—conditions which ought to be very rigorously enforced. The Bankruptcy Act, 1883, s. 7 (3), defines the ground on which the court may dismiss a petition, and the debtor ought to be able to satisfy the court that he can pay his debts or that the order ought not to have been made for other sufficient reason. The appellant here does not shew any such grounds, and it is evident that when he went to Africa he had many debts. We have no assurance that he can pay his creditors in full, and if he can it can be done now under section 23, since the assets remain the same, though the trustee is in possession of them. It would be most dangerous for us to intervene simply on statements such as these.

**STIRLING, L.J.**—I agree. The court has power to rescind a receiving order, but *Re Perkins* (34 SOLICITORS' JOURNAL 349, 7 MOR. 78) shews that many things have to be considered before it does so, including the question whether it would be for the benefit of the creditors. They have come in and proved, and I am not satisfied that rescission would be for their benefit.

**COZENS-HARDY, L.J.**, concurred.—COUNSEL, *Mackenzie and F. Cooper Willis; Shearman; Carrington*. SOLICITORS, *Neon & Clarke; J. J. Solomon; Collier & Collier*.

[Reported by H. W. LAW, Esq., Barrister-at-Law.]

### High Court—Chancery Division.

*Re DUNN. BRINKLOW v. SINGLETON.* Byrne, J. 10th April.

PRACTICE—COSTS—ADMINISTRATION—INSOLVENT ESTATE—COSTS OF ISSUE.

This was a claim in an administration action. The deceased person was desirous of selling a public-house, and the person making the claim had introduced him to a purchaser, and now claimed payment of his commission. The purchase had gone off and an issue was directed as to whether the sale had gone off through the default of the deceased person or his representatives. The court held that the sale had gone off through the default of his personal representatives, and that the commission should be paid out of the estate. The estate was insolvent. The costs of the issue in full were asked for by the claimant.

**BYRNE, J.**, held that the claimant was entitled to be paid out of the estate the full costs of the issue.—COUNSEL, *R. F. Norton, K.C.*, and *Wheeler; Leech, K.C.*, and *Jason Smith*. SOLICITORS, *Roberts & Wrightson; Crawford & Chester*.

[Reported by J. ARTHUR PRICE, Esq., Barrister-at-Law.]

*EVANS v. CHAPMAN AND OTHERS.* Joyce, J. 11th April.

COMPANY—ERROR IN ARTICLES OF ASSOCIATION—RECTIFICATION—JURISDICTION OF THE COURT.

Motion in an action by one of the signatories of the memorandum and articles of association of a company called Sulphides Reduction (New Process) (Limited) against the other signatories and the company, asking that articles might be rectified by striking out certain words which had been inserted by mistake in the printed memorandum and articles which had been signed by the signatories. On the 18th of February and the 7th of March, 1902, special resolutions were passed and confirmed for reconstructing the company. The capital of the old company was £100,000. It was proposed that the capital of the new company should be £112,500. Under the scheme of reconstruction 7,500 fully-paid shares were to be issued to the old company as vendors in part payment of the purchase-money, and 104,986 shares, credited with 16s. paid up thereon, were to be offered to the public for subscription by tender subject to a preferential right by the liquidators of the old company or their nominees to have 100,000 of these shares allotted to them. In order to comply with section 4 of the Companies Act, 1900, the articles of association were drafted so as to put seven shares as the minimum subscription on which the directors might proceed to allotment. On the 3rd of April a prospectus was issued in which it was stated that "the minimum subscription on which the directors might proceed to allotment was seven shares of £1 each." Article 7, which dealt with this question, was drafted as follows: "If the company shall offer any of its shares to the public for subscription (a) the directors shall not make any allotment thereof unless and until at least seven of the shares so offered shall have been subscribed, and the sums payable on application shall have been paid to and secured by the company." In preparing the draft a printed form was used which ran as above, except that the figures and words "10 per cent." were printed in place of the figure 7. The draftsman had struck out these figures and words and substituted the figure 7 in writing. When, however, the document was printed, the printer had again added the words "per cent." which had been struck out, so that the sentence ran, "unless and until at least 7 per cent. of the shares so offered shall have been subscribed." When the proof came to be revised, the words "per cent." were again struck out, and the proof thus altered was produced at the meeting of the old company at which the scheme was approved. The proof as revised was not, however, sent back to the printers, and the articles were printed with the words "per cent." still appearing, and were thus signed by the signatories without it being noticed that these words had been retained. No shares had been allotted. When leave to commence business had been made to the Registrar of Joint Stock Companies, the discrepancy between the prospectus and the articles of association in this respect was pointed out by him, and he declined to certify that the company was entitled to commence business. This motion

was accordingly taken out for leave to rectify the articles by striking out the words "per cent."

**JOYCE, J.**, said that he did not see his way to make the order asked for. No doubt a blunder had been made in the articles, but that might be rectified under section 50 of the Companies Act, 1862, and that was the proper way of doing it. With reference to the jurisdiction to rectify such a document, there had only been a brief opportunity of looking into the law on the question, but from the materials before him, as at present advised, he thought that the general jurisdiction of the court to rectify instruments had no effect as regards instruments of this kind, which had only a statutory effect. The application must therefore be refused.—COUNSEL, *Hughes, K.C.*, and *Mark Romer; F. Cassel*. SOLICITORS, *Cheston & Sons*.

[Reported by C. W. MEAD, Esq., Barrister-at-Law.]

### High Court—Probate, &c., Division.

*In the Goods of FREDERICK WHEELER (PRESUMED DECEASED).* 14th April.

PROBATE—LEAVE TO SWEAR DEATH.

This was a motion for leave to swear the death of Frederick Wheeler under the following circumstances. Mr. Wheeler was one of the children of John and Anne Wheeler, and was born about the year 1828. In June, 1862, being then in delicate health and a bachelor, Mr. Wheeler left this country for New York, and shortly afterwards a letter (which had since been lost) was received by his mother informing her of his arrival in that city. From that time no further communication had been received from him, and it was believed that he must have died shortly after his arrival in America. In November, 1893, advertisements had been inserted in the *New York Herald* and *New York World*, but no reply to such advertisements had been received. His brother, Frank Wheeler, of Riverstone, Sydney, New South Wales, had sworn an affidavit deposing to his belief in the death of his brother.

**BARNES, J.**, gave leave to swear the death as having occurred in or since 1862.—COUNSEL, *Paley Baildon*. SOLICITORS, *Head & Hill*.

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

### High Court—King's Bench Division.

*NORTHERN EMPLOYERS' ASSOCIATION v. KNIVETON.* Div. Court. 9th April.

EMPLOYER AND WORKMAN—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. C. 37), s. 5—PRACTICE—RIGHT OF APPEAL.

This was an appeal from Judge Bradbury, sitting at the Bolton County Court, ordering the appellants to pay 14s. 9d. per week and arrears, being the amount which the respondent had been awarded as compensation from the Darcy Lever Coal Co., now in liquidation. The company were insured in the appellant company, who, under its articles of association, received contributions from the various members, and in respect of non-fatal accidents were liable to the member only to the amount of his contribution. They were, however, insurers of fatal accidents. In March, 1901, the Darcy Lever Co. got into difficulties, and having failed to pay a call made upon it under the articles of association its membership determined. The respondent thereupon commenced this action under section 5 of the Act of 1897, which provides that "where any employer becomes liable under this Act to pay compensation in respect of any accident, and is entitled to any sum from insurers in respect of any accident, and is entitled to any sum from insurers in respect of the amount due to a workman under such liability, then in the event of the employer becoming bankrupt or making a composition or arrangement with his creditors, or if the employer is a company, of the company having commenced to be wound up, such workman shall have a first charge upon the sum aforesaid for the sum so due. The appellants contended that the Darcy Lever Co. could not have recovered the amount from them, and that the respondent could not stand in a better position than they did. The respondent took the preliminary point that no appeal lay. The Court of Appeal held in *Leech v. Life and Health Insurance Association* (49 W. R. 482; 1901, 2 K. B. 701) that no appeal to them lay in cases under section 5 of the Act, and as the Workmen's Compensation Act was a complete code, no appeal lay under section 120 of the County Courts Act, 1888. On the main point he contended that the company by virtue of its articles was still liable to the Darcy Lever Co. in respect of this accident.

**THE COURT (LORD ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.)** allowed the appeal.

**LORD ALVERSTONE.**—The Workmen's Compensation Act was not intended to be a complete code of law and to provide for every case that might arise. The section provided for a statutory right of subrogation to the workman in certain cases. The court had, however, to be satisfied that there was a sum due from the employer. It was quite plain on looking at the articles that in respect of non-fatal accidents the company was liable to the member only so far as his own contributions extended. The workman would not have any greater rights than the Darcy Lever Co., and as they had failed to comply with the conditions of membership his action also failed. On the preliminary point, I am of opinion that it comes under section 120 of the County Courts Act, 1888.

**DARLING and CHANNELL, JJ.**, concurred.—COUNSEL, *Haldane, K.C.*, and *Evie; Chester Jones*. SOLICITORS, *Roscliffes, Rawle, & Co.*, for *Peares & Ellis*, Wigan; *Chester & Co.*, for *Fielding & Farnborough*, Bolton.

[Reported by C. G. WILBRAHAM, Esq., Barrister-at-Law.]



## LAW SOCIETIES.

## ANNUAL GENERAL MEETING OF THE BAR.

This meeting was held on Tuesday in the old dining-hall at Lincoln's-inn. The ATTORNEY-GENERAL presided, and there was a large attendance, including the Solicitor-General, Sir E. Clarke, K.C., and many other King's Counsel. The annual statement of the General Council of the Bar was taken as read.

The ATTORNEY-GENERAL, in moving its adoption, said he had read the report and found it to contain a great deal of very interesting matter, shewing that the Council had been engaged upon work of very great importance to the profession. They had provided some excellent means for conference between the members of the profession as to points of procedure and practice, with regard to which they desired to take the opinion of one another. One matter in which he took a great interest, and which was referred to in the report, related to having a library always available for the use of members of the Inns of Court. The correspondence which had taken place shewed that, practically speaking, provision was already made for that want.

The SOLICITOR-GENERAL, in seconding the motion, said he thought no one could read the Council's report without recognizing that they had been engaged in a great deal of useful work in the government of the profession. Communications had been received from the various bar associations almost all over the British Empire, and nothing could be more satisfactory to them than to know that bar councils in many of the distant colonies were now being framed upon the same lines as their own. Each year that passed they could not fail to be impressed by the fact that the Bar Council was more and more doing the work for which it was originally constituted—viz., that of practically having the government of the great profession of the bar in this country. A considerable amount of work had been done with regard to questions of professional conduct and practice at the bar, and so far as he could learn throughout the profession, not being brought very much in contact with it owing to existing regulations, the assistance of the Council had been of great use. Personally, he wished that the obligations imposed upon the law officers were removed, which would bring him and the learned Attorney-General much more in contact with the bar, which he, and, he was sure, his learned friend would much prefer.

Mr. CARABÉ asked why no notice had been taken of the resolution passed at the general meeting last year in favour of making the Long Vacation begin on the 1st of August and terminate on the 12th of October. He thought there was a general feeling among members of the bar that the 1st of August was a preferable date for the beginning of the vacation to the one now adopted. The bar was not, however, the only body to be considered in the matter. The judges and officials of the courts, solicitors, and everybody connected with the law would have a voice in it. If after these had been consulted there was found any insuperable objection to the proposed change, that might be some reason why the General Council should not take any steps in the matter. But as the annual meeting had twice passed resolutions on the subject, he thought the Council might at least attempt to discover what were the views of the different parties connected with the administration of the law. He did not desire to move any amendment, but would leave the matter in the hands of the Council, in the hope that they would take early action.

Mr. WARMINGTON, K.C., said it was a mistake to suppose that the matter had been lost sight of. He asked Mr. Levett to explain what had been done.

Mr. LEVETT, K.C., explained that a sub-committee had been appointed to consider the suggestion, and they had held numerous meetings, and endeavoured to follow the views of the persons concerned. In February last the following resolution was adopted by the Council: "That it be referred to the Business and Procedure Committee to consider and report what steps should be taken to carry into effect the resolutions adopted at the annual meeting in 1901, making the Long Vacation commence on the 1st of August and terminate on the 12th of October." Their report was in these terms: "In our opinion the best steps to take in the desired direction would be (1) to endeavour to obtain the support of the benchers of the four Inns of Court, and to invite them to pass resolutions in favour of the proposal, and (2) to communicate with the Council of the Incorporated Law Society, with a view of obtaining their support to the said proposal. Assuming such resolutions to be passed, and such support obtained, the committee recommend that communications be addressed to the Lord Chancellor, the Lord Chief Justice, the Master of the Rolls, and the Law Officers of the Crown, expressing the wish of the bar that the proposal may be carried into effect, and requesting their assistance in making the proposed change." That report was arrived at after a good deal of thought. The committee had to consider whether it was wise to try and go to Parliament to endeavour to get an Order in Council, and whether it could be done without Parliament or an Order in Council? It was not considered safe to ask any of their friends to go to Parliament, and the only thing they could do was to get an Order in Council. They were satisfied that the best course to pursue was to get the general concurrence of the bar, the opinion of the judges, the Incorporated Law Society, and the Inns of Court, and then obtain an Order in Council.

Mr. CARABÉ asked if the Incorporated Law Society had not already passed more than once resolutions in favour of the proposed change? If they had, he failed to see why the Inns of Court should be appealed to. If both branches of the profession were desirous of the change, surely the time was ripe for approaching the proper quarter.

Mr. F. HINDS: What answer has been received from the Incorporated Law Society?

Mr. LEVETT, K.C., replied that there was no formal communication. They, as individuals, tried to glean the opinion of that body. The reason the matter was not alluded to in the Council's report was that the report of the sub-committee was only received last week, too late to print.

The motion for the adoption of the Council's report was then unanimously agreed to.

The vacancies upon the Council having been filled,

Sir EDWARD CLARKE, in proposing a vote of thanks to the Chairman, remarked that he had held the high office to which he had been called with no diminution of the dignity and efficiency which marked its occupation by Sir R. Webster, now the Lord Chief Justice. The unfortunate struggle in South Africa had thrown both upon Sir R. Finlay and the Solicitor-General duties of exceptional difficulty and delicacy. Every day the news from the seat of war gave rise to many complex and difficult questions which the law officers were suddenly called upon to deal with and decide, often with very little authority or precedent to guide them. They had performed their duties with great ability, which was evidenced by the fact that the legal decisions to which they had promptly to come had never once been seriously challenged, either as to their correctness or propriety in view of their relations with those with whom we had unhappily been at war. Both gentlemen were entitled to an expression of sympathy and admiration from the bar for the way in which their respective tasks had been fulfilled.

The motion, having been seconded by Mr. WARMINGTON, was passed with acclamation.

The ATTORNEY-GENERAL briefly acknowledged the vote of thanks.

## UNITED LAW SOCIETY.

April 14.—Mr. C. H. Kirby being in the chair.—Mr. P. B. Morle moved: "That it would be a public benefit to free the sale of intoxicating liquors from the restrictions now imposed thereon by law." Mr. C. Willoughby Williams opposed. There also spoke; Messrs. C. Kains-Jackson, P. B. Walsley, A. H. Richardson, W. Lee-Nash, H. J. Chamberlain, W. S. Glynn-Jones, and W. E. Singleton, and Mr. Morle replied. The motion was lost by three votes.

At the annual dinner of the society, to be held on the 24th inst., at the Hotel Cecil, at 7 for 7.30, the Right Hon. Lord Ashbourne will preside, and will be supported by Mr. Justice Swinfen Eady, his Honour Judge Lumley Smith, K.C., Mr. F. A. Inderwick, K.C., and Mr. B. F. Hawksley.

## LAW STUDENTS' JOURNAL.

## LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—April 15.—Chairman, Mr. W. Valentine Ball.—The subject for debate was: "That the time has now arrived when the colonies should make some definite contribution towards the cost of the navy." Mr. Dods opened in the affirmative; Mr. C. B. Hulton opened in the negative. The following members also spoke: Messrs. Russell, Beaumont, Bishop, Richardson, Wild, Hair, Oroom-Johnson, Adams, Blake, and Seaton. The opener replied. The motion was lost by one vote.

## LEGAL NEWS.

## APPOINTMENTS.

Mr. HERBERT BATTY, barrister-at-law, has been appointed a Judge of the High Court of Judicature at Bombay, in the place of Mr. E. M. H. Fulton.

Mr. WILLIAM HERBERT GRAVES, K.C. (Attorney-General), has been appointed Chief Judge of the Island of Barbadoes.

Mr. THOMAS HOWARD DEIGHTON, solicitor, of the firm of Timbrell & Deighton, of 44, King William-street, E.C., has been elected a Member of the Common Council of the City of London for the Ward of Bridge, in succession to Mr. H. Squire, deceased.

## CHANGES IN PARTNERSHIPS.

## DISSOLUTIONS.

ARTHUR MELLOR BRAMALL, SIDNEY WHITE, GERRARD STANLEY SANDERS, and ARTHUR EDWARD ROBERTS, solicitors (Bramall, White, & Sanders, and later Bramall, White, Sanders, & Roberts), 23, Leadenhall-street, London. Jan. 29, 1902. The said Arthur Mellor Bramall, Sidney White, and Arthur Edward Roberts will continue to carry on business under the style of Bramall, White, & Roberts. [Gazette, April 15.]

## GENERAL.

The adjourned meeting of the Society of Chairmen and Deputy-Chairmen of Quarter Sessions was held on Tuesday at the Guildhall, Westminster, Viscount Cross (president of the society) in the chair. The society considered the Government Licensing Bill and discussed other matters affecting quarter sessions.

The Officers and Clerks Committee of the Corporation selected five candidates from the applicants for the office of Town Clerk of the City for the ultimate choice of one of them by the Corporation at a future meeting. There were thirty candidates, and the five selected are Mr. Bell, town clerk of Leicester, Mr. Ellis, town clerk of Plymouth, Mr. W. G. Granet, Mr. Hunt, town clerk of Westminster, and Mr. Lees, town clerk of Kensington.

Four millions, says a writer in the *St. James's Gazette*, go to the administration of law and justice. More than two millions of this, it is a melancholy thing to say, is spent in Ireland. The Royal Irish Constabulary accounts for £1,369,000, the Dublin police for £94,000, the Land Commission for £133,000, the Irish prisons for £113,000, reformatory schools for £109,000, and the various courts for about £200,000 more. Prisoners in "England and the Colonies" account for £660,000, and reformatory schools about a quarter of a million. The Law Courts—the "Supreme Court of Judicature"—stand in the national accounts for £320,000, the county courts for £41,000, and the legal expenses of the State run up to something like £20,000 a year.

On Wednesday the case of *Attorney-General v. Gas Light and Coke Co.* was tried before Mr. Justice Ridley and a special jury. It was an information by the Attorney-General for penalties, stated to amount to £29,853, against the company for neglecting to deliver to the Commissioners of Inland Revenue a statement of the increase of the amount of nominal share capital of the defendant company effected under the *Gas Light and Coke Company's (Capital and Consolidation) Act, 1898*, in accordance with the provisions of section 113 of the Stamp Act, 1891 (54 & 55 Vict. c. 39). The jury found a verdict for the Crown for the amount of penalties claimed, and judgment was entered accordingly, the Attorney-General undertaking not to enforce the judgment if duty was paid with interest at the rate of 5 per cent.

According to a telegram to the *Times* from Pretoria, a Government Gazette has been issued providing for the establishment of a High Court of the Transvaal, to be opened on the 8th of May, and a Pretoria and Witwatersrand District Court, or superior court for Johannesburg, to be opened on the 20th of May. The same jurisdiction and powers are assigned to the District Courts as to the High Court, except as regards appeals, the reviewing of the proceedings of inferior courts, and proceedings in insolvency. The regulations concerning the admission of advocates and attorneys to practise in the courts, while safeguarding the prestige of the Transvaal bar, provide an opening for members of the profession in all the British Colonies and the late South African Republic. The two branches of the profession are, however, kept distinct. It is enacted that the proceedings of the courts are to be conducted in the English language, and that Roman-Dutch law, except so far as modified by legislative enactments, shall be the law of the colony. The following appointments are announced in the *Gazette*: President of the High Court, Sir J. Rose Innes; Puisne Judges, Mr. W. H. Solomon, Mr. J. W. Wessels, and Sir William Smith. It is also announced that on the 20th of May the offices of the Registrar of Deeds, of the Surveyor-General, of the Registrar of Companies, and the patents and trade-marks offices will be opened. New laws for the regulations of patents and trade-marks, drawn on English lines, will be published next Friday. A proclamation has also been issued amending the law of evidence in this colony, creating the office of sheriff, and establishing a council of the Incorporated Law Society.

The Governor and Company of the Bank of England are authorized to receive applications at £93 10s. per cent. for £16,000,000 Consols, the balance of an issue of £32,000,000, the other moiety having been already placed. The interest at 2½ per cent. per annum until the 5th of April, 1903, thereafter at 2½ per cent., will be payable on the 5th of January, April, July, and October. The stock cannot be redeemed until April, 1923; but, on and after that date, it may be paid off at par, on such notice and in such amounts as Parliament may determine. The subscription lists will be closed on or before Monday, the 21st inst.

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KNEWICK.	Mr. Justice BYRNE.
Monday, April .....	21 Mr. Carrington	Mr. Farmer	Mr. Beal	Mr. Pemberton
Tuesday .....	22 Pugh	Godfrey	H. Leach	Jackson
Wednesday .....	23 Jackson	Farmer	Beal	Pemberton
Thursday .....	24 Pemberton	Godfrey	H. Leach	Jackson
Friday .....	25 H. Leach	Farmer	Beal	Pemberton
Saturday .....	26 Beal	Godfrey	H. Leach	Jackson

Date.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINFEN EADY.
Monday, April .....	21 Mr. Church	Mr. Gresswell	Mr. Pugh	Mr. King
Tuesday .....	22 King	W. Leach	Carrington	Church
Wednesday .....	23 Church	Gresswell	Pugh	W. Leach
Thursday .....	24 King	W. Leach	Carrington	Gresswell
Friday .....	25 Church	Gresswell	Pugh	Godfrey
Saturday .....	26 King	W. Leach	Carrington	Farmer

### COURT OF APPEAL.

#### EASTER SITTINGS, 1902.

(Continued from p. 417.)

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

(General List.)

1902.

In re Mackenzie Bain v Mackenzie appl of deft C L Macey from order of Mr Justice Farwell, dated Oct 25, 1901 Jan 3

The London and North Western Ry Co v The Mayor, &c, of the City of Westminster appl of pliffs from order of Mr Justice Joyce, dated Nov 19, 1901 Jan 3 Same v Same appl of defts from order of Mr Justice Joyce, dated Nov 19, 1901 Jan 8

In re Lewthwaite Braithwaite v Lewthwaite appl of deft J Lewthwaite from order of Mr Justice Buckley, dated Dec 10, 1902 Jan 9

Badham v Williams appl of pliff from order of Mr Justice Kekewich, dated Jan 14, 1902 Jan 21

In re Miss A J Masterson, dec Trevanion v Dumas and ors appl of deft and ors from order of Mr Justice Byrne, dated Aug 6, 1901 Jan 23

Ainsworth and ors v Wilding and ors appl of pliffs from order of Mr Justice Joyce, dated Aug 3, 1901 Jan 28

In re John Fisher, dec J Fisher, T Cox, and Annie Murry (widow) v Thomas Steel appl of Alice Fisher from order of Mr Justice Buckley, dated Oct 31, 1901 Jan 28

S A M Gair (widow) v A Tolhurst & ors appl of pliff from order of Mr Justice Kekewich, dated Nov 7, 1901 Jan 29

Wright v Carter & ors appl of pliff from order of Mr Justice Kekewich, dated Jan 21, 1902 (produce order) Jan 29

Lewis v Baffoe appl of deft from order of Mr Justice Kekewich, dated Nov 4, 1901 Feb 3

Sebastian Ziana de Ferrant v The British Thompson Houston Co, ld appl of pliff from order of Mr Justice Swinfen Eady, dated Jan 30, 1902 Feb 10

The Acetylene Illuminating Co, ld & anr v The United Alkali Co, ld appl of pliffs from order of Mr Justice Buckley, dated Feb 3, 1902 (produce order) Feb 11

In the Matter of the Co's Acts, 1862 to 1890, and In the Matter of The Birthday Amalgamated of Western Australia, ld (in voluntary liquidation) appl of M C Mahon & ors from refusal of Mr Justice Byrne, dated Jan 16, 1902 (produce order) Feb 12

Findlater v Newman appl of pliff from order of Mr Justice Kekewich, dated Feb 11, 1902 Feb 12 Same v Same appl of deft from order of Mr Justice Kekewich, dated Feb 11, 1902 March 12

J W Green ld v Hill appl of pliffs from order of Mr Justice Buckley, dated Feb 10, 1902 (produce order) Feb 24

Parker v Stanley appl of deft from order of Mr Justice Farwell, dated Feb 8, 1902 (produce order) Feb 27

Bottom v Lodge & Harper ld appl of deft from order of Mr Justice Kekewich, dated Feb 18, 1902 (produce order) Feb 28

In re Day, dec Day v Sprake appl of deft from order of Mr Justice Cozens-Hardy, dated July 2, 1902 March 1

In re Grace Balfour v Grace appl of deft from order of Mr Justice Joyce, dated Feb 10, 1901 March 1

In re John Scott, dec Langton v Scott appl of A Langton and ors from order of Mr Justice Kekewich, dated Jan 14, 1902 March 3

Evans, Williams and ors v Byron and ors appl of defts from order of Mr Justice Byrne, dated Feb 12, 1902 (produce order) March 5

Patent Exploitation v Siemens Bros & Co ld appl of pliffs from order of Mr Justice Buckley, dated Jan 31, 1902 (produce order) March 6

In re Aldam's Settled Estates and Settled Land Acts, 1883, &c appl of W W W Aldam from order of Mr Justice Byrne, dated Jan 15, 1902 (April 15, after a part heard, by order) March 7

Joseph v Joseph appl of pliff Morris from order of Mr Justice Kekewich, dated Feb 27, 1902 (produce order) March 13

Meyer & anr v Green appl of pliff from order of Mr Justice Buckley, dated Jan 28, 1902 March 13

Kopp v Rosenwald appl of deft from order of Mr Justice Buckley, dated March 5, 1902 (produce order) March 17

In the Matter of the Registered Trade-Mark, No. 107,354 in Class 23 of A & A Crompton & Co, ld, and In the Matter of the Patents, Designs, & Trade-Mark Acts, 1883 to 1888 appl of A Grandage & ors from order of Mr Justice Swinfen Eady, dated March 6, 1902 March 18

In re Parkin Fisher v Parkin appl of deft D E Parker (an infant) from order of Mr Justice Kekewich, dated Jan 29, 1902 March 19

In the Matter of the Co's Acts, 1862 to 1893, and In the Matter of Bancroft & Co, ld appl of Messrs Harrison & Stead, Liquidators, from order of Mr Justice Buckley, dated Feb 18, 1902 March 19

Bickmore v Dimmer (Liverpool D R) appl of deft from order of Mr Justice Farwell, dated March 11, 1902 (produce order) March 24

In re Alexander's Trusts Alexander v Shuter appl of defts O S Shuter and anr from order of Mr Justice Kekewich, dated Jan 23, 1902 March 24

In re Jaques, dec Hodgson v Brailsby and ors appl of deft Annie Todd from order of Mr Justice Buckley, dated Feb 24, 1902 March 26

In re Letters Patent, No. 5,889 of 1897 and In re The Patents, &c, Acts, 1883 to 1888 appl of petr J Crossfield & Sons and anr from order of Mr Justice Buckley, dated March 7, 1902 (produce order) March 27

Stagg v The Medway (Upper) Navigation Co appl of pliff from order of Mr Justice Swinfen Eady, dated March 14, 1902 March 27

### FROM THE CHANCERY, PROBATE, AND DIVORCE DIVISIONS.

(Interlocutory List.)

Hoxton Brewery Co ld v Henry Lovibond & Son ld appl of defts Henry Lovibond & Son ld from order of Mr Justice Farwell, dated Feb 1, 1901 (produce order) March 1

Williams v Ingram appl of pliffs from order of Mr Justice Byrne, dated Feb 26, 1901 (produce order) March 5

J Ambler & Sons ld v Mayor, &c of Bedford appl of defts from order of Mr Justice Joyce, dated Aug 3, 1901 (to come on with No. , Final List—produce order) Aug 15



1902.

- Isach Hassan v Abdu Harari & ors appl of debts from order of Mr Justice Swinfen Eady, dated Jan 17, 1901 Jan 28
- In the Matter of the Bishop's Castle Ry Co and In the Ry Co's Act, 1867 appl of appellant W F Beddoes from an order of Mr Justice Kekewich, dated Feb 1, 1902 (produce order) Feb 13
- Saunders v Great Western Ry appl of pliff from order of Mr Justice Swinfen Eady, dated Feb 28, 1902 part heard March 7
- In the Matter of the Co's Acts, 1862 to 1893, and In the Matter of the London and Northern Bank ld appl of J D Haddock from order of Mr Justice Byrne, dated Feb 7, 1902 (produce order) March 19
- In the Matter of Thomas Downs, dec W H Gillett v R H Barker appl of pliff, in person, from order of Mr Justice Kekewich, dated Feb 24, 1902 March 21
- In re Adamson Leigh v Adamson appl of pliff and debt from part of order of Mr Justice Kekewich, dated Feb 20, 1902 (produce order) March 27

## FROM THE PROBATE AND DIVORCE DIVISION.

(Final List.)

1901.

- Divorce M F Abdy v W N Abdy appl of petar from order of The President, dated Jan 14, 1901 March 23
- Probate In re Edmondson Edmondson v Edmondson appl of pliff from order of Mr Justice Barnes, dated March 28, 1901 June 15
- Divorce F A H Auger, petar v A L Auger, resp, A H B Johnson, co-respt appl of respt from order of Mr Justice Barnes, dated July 4, 1901 Aug 3
- Probate Crickett v Crickett, Eliza Crickett intervener appl of intervener from order of The President, dated July 25, 1901 Aug 3
- Probate Crickett v Crickett, Eliza Crickett intervener appl of pliff from order of The President, dated July 25, 1901 Aug 3
- Divorce Kaye v Kaye appl of respt from order of Mr Justice Barnes, dated Aug 8, 1901 Oct 21
- Divorce N W Blood v C R Blood appl of applt N W Blood from order of Mr Justice Barnes, dated Nov 18, 1901 Dec 20

## FROM THE COUNTY PALATINE COURT OF LANCASTER.

(General List.)

1901.

- In re Webster & Jones & V & P Act, 1874, &c appl of James Webster & anr from an order of The Vice-Chancellor of the County Palatine of Lancaster, dated Nov 18, 1901, and cross-notice of appl of respondent, dated Dec 3, 1901 Nov 30

## FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

- In re A Debtor (ex pte The Debtor), No 1,191 of 1901 from a receiving order made by Mr Registrar Linklater, dated 28th November, 1901 part heard
- In re A Debtor (ex pte The Debtor), No 1,191 of 1901 from a receiving order made by Mr Registrar Linklater, dated 28th November, 1901
- In re A Debtor (ex pte The Debtor), No 116 of 1902 from a receiving order made by Mr Registrar Linklater, dated 12th March, 1902
- In re A Debtor (ex pte The Debtor), No 1,490 of 1899 from an order made by Mr Registrar Brougham, dated the 28th February, 1902, refusing to approve a Composition
- In re A Debtor (ex pte The Debtor), No 305 of 1902 from an order made by Mr Registrar Hope, dated 28th February, 1902, dismissing with costs an application to set aside a Bankruptcy Notice
- In re Betty, A T H K (ex pte The Bankrupt) from an order made by Mr Registrar Giffard, dated 4th March, 1902, refusing to rescind the receiving order

## FROM THE KING'S BENCH DIVISION.

For Hearing.

(Final List.)

1900.

- Mayor of Westminster, applt v Edgcombe, respt (Crown Side) appl of respt from order of The Lord Chief Justice and Mr Justice Ridley, dated Oct 25, 1901 Nov 12
- Ward Bros v James Hill & Sons appl of debts from judgment of Mr Justice Wills, dated Aug 6, 1901, without a jury, Middlesex Nov 14
- In the Matter of Casson P Smith, a solr, &c, and In the Matter of the Solicitors Act, 1888 appl of C P Smith from judgment of Justices Kennedy and Darling, dated Aug 8, 1901 Nov 18
- The Electrolytic Plating Apparatus Co ld v Henry Holland Co appl of debts from judgment of Mr Justice Ridley, dated Nov 6, 1901, without a jury, Middlesex Nov 19
- Sams v John Birch & Sons ld appl of debts from judgment of Mr Justice Ridley, dated Nov 6, 1901, without a jury, Middlesex Nov 19
- George v Coates appl of debt from judgment of Mr Justice Ridley, dated Nov 7, 1901, without a jury, Middlesex Nov 21
- Temple, Thomson & Clark v Bunnalls appl of debts from judgment of Mr Justice Bigham (Commercial Cause), dated Nov 5, 1901, without a jury, Middlesex Nov 23
- Trustee of G Mellor a bankrupt v Maas appl of debt from judgment of Mr Justice Wright, dated Nov 8, 1901, without a jury, Middlesex Nov 23
- Sykes v Curtin & ors appl of G Murray (3rd party) from judgment of Mr Justice Ridley, dated Nov 19, 1901, without a jury, Middlesex Nov 26

- Spooner & anr v Day appl of debt from judgment of Mr Justice Wright, dated Nov 21, 1901, without a jury, Middlesex Nov 28
- Holt v Wren appl of E Holt, pliff, from judgment of Mr Justice Wills, dated 1901, District Registry, Blackburn Nov 27
- Bolton v Pidsley & Co appl of debts from judgment of Mr Justice Ridley, dated Nov 18, 1901, without a jury, Middlesex (security ordered) Nov 29
- Simon v Hillarn (trading, &c.) appl of debt from judgment of Mr Justice Channell, dated Nov 16, 1901, without a jury, Middlesex Nov 30
- Cooke v Payne appl of debt from judgment of Mr Justice Wright, dated Nov 21, 1901, without a jury, Middlesex Nov 30
- Mills & Sparrow v The Atlantic Transport Co ld appl of debts from judgment of Mr Justice Walton, dated Nov 18, 1901, without a jury, Middlesex Nov 30
- Zimble & anr v Abrahams appl of pliffs from judgment of Mr Justice Darling, dated Nov 23, 1901, without a jury, Middlesex December 4
- Lewis v Berkeley & anr appl of pliff from judgment of Mr Justice Darling, dated Nov 16, 1901, without a jury, Middlesex December 5
- Basset v Maudslayi appl of debt from judgment of Mr Justice Bucknill, dated Nov 26, 1901, without a jury, Middlesex December 6
- Phillip v Bennett & Co appl of debts from judgment of Mr Justice Bigham, dated Nov 29, 1901, without a jury, Middlesex December 6
- Wilcock v Greig appl of pliff from judgment of Mr Darling, dated Nov 29, 1901, without a jury, Middlesex December 6
- In re an Arbitration between Lord Mostyn and F H Fitzsimmons appl of Lord Mostyn from order of Mr Justice Wright (special case), dated Nov 27, 1901 December 11
- The Mutual Loan Fund Assoc ld v Friend appl of pliffs from judgment of Mr Justice Darling, dated Nov 30, 1901, without a jury, Middlesex Dec 12
- Harris & Co v Davis & Co, ld & anr appl of pliffs from judgment of Mr Justice Wright, dated Dec 6, 1901, without a jury, Middlesex Dec 13
- Wyatt v The London County Council appl of debts from judgment of Mr Justice Wright, dated Dec 9, 1901, without a jury, Middlesex Dec 16
- Hanfstaengl v The British Mutoscope & Biograph Co ld appl of pliff from judgment of Mr Justice Phillimore, dated Dec 4, 1901, with a common jury, Middlesex Dec 19
- Green v Lydall & anr appl of pliff from judgment of Mr Justice Darling, dated Nov 29, 1901, without a jury, Middlesex (security ordered) Dec 20
- Charrington, Sells, Dale & Co v The Midland Ry Co (Railway & Canal Commission) appl of debts from judgment of Mr Justice Wright, Sir F Peel and Viscount Cobham, dated Dec 5, 1901 December 23
- Hay v Veale appl of debt from judgment of Mr Justice Lawrence, dated Dec 18, 1901, non-jury, Middlesex Dec 23
- Hawnt v Prust appl of debt from judgment of Mr Justice Walton, dated Dec 10, 1901, common jury, Middlesex Dec 30
- Surtees v Woodhouse appl of debt from judgment of Mr Justice Walton, dated Dec 21, 1901, non-jury, Middlesex Dec 31

1902.

- The Ecclesiastical Commissioners of England v The North Eastern Ry Co appl of debt from judgment of Mr Justice Wright, dated Dec 10, 1901, non-jury, Middlesex Jan 3
- Phillips & Ors v Williams appl of debt from judgment of Mr Justice Walton, dated Dec 21, 1901, non-jury, Middlesex Jan 3
- Granville & Co v Firth appl of debts from judgment of Mr Justice Ridley, dated Dec 12, 1901, common jury, Leeds Jan 3
- Moul v Coronet Theatre ld appl of pliff from judgment of Mr Justice Wright, dated Dec 10, 1901, non-jury, Middlesex Jan 3
- Randt Gold Mining Co ld v The New Balks Ersteling ld appl of debts from judgment of Mr Justice Bucknill, dated Dec 20, 1901, non-jury, Middlesex Jan 8
- Kennedy v Davis appl of debt from judgment of Mr Justice Grantham, dated Dec 18, 1901, non-jury, Leeds Jan 8
- Collins v Saxby appl of debt from judgment of Mr Justice Bruce, dated Dec 20, 1901, non-jury, Middlesex Jan 11
- Fryer v The Church Agency ld & anr appl of debts from judgment of Mr Justice Walton, dated Nov 13, 1901, common jury, Middlesex Jan 14
- Marie Orr v Blake appl of debt from judgment of the Lord Chief Justice and Justices Darling and Channell, dated Dec 19, 1901 Jan 16
- In re an Arbitration between Todd, Birleston & Co and the North Eastern Ry Co appl of Todd, Birleston & Co from judgment of Mr Justice Wright (special case), dated Dec 2, 1901 Jan 17
- Shaw v Sidebotham appl of debt from judgment of Mr Justice Wills, dated Jan 13, 1902, with a jury, Manchester Jan 24
- Countess Esarts v Whinney appl of pliff from judgment of Mr Justice Wright, dated Jan 18, 1902, non-jury, Middlesex Jan 25
- The Attorney-General (Informant) v The Hon. Henry John Baron Montagu Revenue Side appl of debt from order Mr Justice Phillimore, dated Jan 15, 1902 Jan 27
- Wakefield Corp v Cooke & ors appl of debts from judgment of The Lord Chief Justice and Justices Darling & Channell, dated Dec 16, 1901 Jan 28
- The Mayor & ors of the Borough of Southampton v Lord appl of debt from judgment of Mr Justice Wright, dated Jan 16, 1902, non-jury, Middlesex Jan 30
- The British Oil Cake Mills ld (applts) v The Commrs of Inland Revenue (respts) Revenue Side appl of applts from order of Mr Justice Phillimore, dated Jan 29, 1902 Jan 31
- Cheverton Brown v Brooks appl of debt from judgment of Mr Justice Ridley, dated Dec 17, 1902 non-jury, Middlesex Feb 1
- In re an Arbitration between Haquell & Co and L Gueret ld appl of debts from judgment of Mr Justice Wright, dated Jan 29, 1902 Feb 4

**F Harrison & Co v John Peterson & ors and Foster and McGowan v John Peterson & ors** (consolidated) appl of debts from judgt of Mr Justice Bigham, dated Jan 23, 1902 Feb 5

**Mexican Rosario Mining Co ld v Kennedy** appl of debt from judgt of Mr Justice Phillimore, dated Feb 6, 1902, non-jury, Middlesex Feb 8

**Simpson v Taignmouth & Shaldon Bridge** appl of debt Co from judgt of Mr Justice Wright, dated Nov 25, 1901, non-jury, Middlesex Feb 8

**The Colour Printing Syndicate ld v The Northern Press & Engineering Co ld** appl of pliffs from Mr Justice Wright, dated Jan 30, 1902, non-jury, Middlesex Feb 11

**Kempthorne & anr v Hankey & anr** Same v Same (consolidated) appl of debts from judgt of Mr Justice Bigham, dated Jan 28, 1902, non-jury, Middlesex Feb 11

**The General Inace Co ld of Triack v The Neptune Steamship Inace Assoc** appl of pliffs from judgt of Mr Justice Walton, dated Dec 17, 1901, non-jury, Middlesex Feb 15

**Ursula Bright Steamship Co ld v R P Houston and Co & anr** appl of pliff from judgt of Mr Justice Ridley, dated Jan 13, 1902, non-jury, Lancaster (judgment given in London) Feb 17

**Zerego & Co & ors v Ursula Bright Steamship Co ld** appl of debts from judgt of Mr Justice Ridley, dated Jan 13, 1902, non-jury, Lancaster (judgt given in London) Feb 17

**Tagart, Beaton & Co v James Fisher & Sons & The West Hartlepool Steam Navigation Co ld** (3rd parties) appl of pliffs from judgt of Mr Justice Bigham, dated Feb 10, 1902, non-jury, Middlesex Feb 19

**Capper, Alexander & Co v McLeod & anr** appl of debts from judgt of Mr Justice Bigham, dated Feb 3, 1902, non-jury, Middlesex Feb 19

**Ekson v Lewis** appl of pliff from judgt of Mr Justice Wright, dated Jan 24, 1902, non-jury, Middlesex Feb 24

**Heath, Ada Maud (a married woman) v Wheeler, Percy York** appl of pliff from judgt of Mr Justice Walton, dated Feb 10, 1902 (jury discharged) Feb 28

**The West Hartlepool Steam Navigation Co ld v Tagart, Beaton & Co** appl of pliffs from judgt of Mr Justice Walton, dated Feb 24, 1902, non-jury, Middlesex Feb 28

**McDowall v The Great Western Ry Co** appl of debts from judgt of Mr Justice Kennedy, dated Feb 20, 1902, special jury, Havertfordwest (tur con in London) March 4

**The Attorney-Gen v The Rev Arthur Newton Johnson (Revenue Side)** appl of informant from judgt of Mr Justice Phillimore, dated Jan 15, 1902 March 5

**John Kirkwood v Carroll & Cutler** appl of debts from judgt of Mr Justice Wright, dated Nov 25, 1901 March 5

**Bowater & Sons v Mirror of Life Co ld and the Topical Times Co ld** (3rd party) appl of 3rd party from judgt of Mr Justice Kennedy, dated March 4, 1902, non-jury, Middlesex March 11

**Fowler ld v Steiger & ors** appl of debts from judgt of Mr Justice Jelf, dated Feb 26, 1902 March 12

**Hammond v The Midland Ry Co** appl of debts from judgt of Mr Justice Bigham, dated March 3, 1902, and special jury, Nottingham March 13

**Arthur Anderson v Thomas Rayner** appl of debt from judgt of Mr Justice Wills, dated Feb 26, 1902, non-jury, Liverpool March 15

**Underhill v Lambert** appl of debt from judgt of The Lord Chief Justice and Justices Darling and Channell, dated March 4, 1902 March 18

**Enright v Redmond** appl of pliff from judgt of Mr Justice Darling, dated Jan 18, 1902, non-jury, Middlesex March 19

**The New Zealand Mines Trust ld v Heath** appl of debts from judgt of Mr Justice Darling, dated March 21, 1902, non-jury, Middlesex March 21

**David MacIver & Co ld v The Tate Steamers ld** appl of debts from judgt of Mr Justice Kennedy, dated March 1, 1902, non-jury, Middlesex March 22

**Rex v The Urban District Council of Newbiggin (Crown Side)** appl of prosecutors from judgt of The Lord Chief Justice and Justices Darling and Channell, dated March 11, 1902 March 24

**In the Matter of R W W Huff, a solr, and In the Matter of the Solicitors Act, 1888 (Crown Side)** appl of R W Huff, from judgt of The Lord Chief Justice and Justices Darling and Channell, dated March 10, 1902 March 26

#### FROM THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (ADMIRALTY).

FOR HEARING.

(Final List.)

With Nautical Assessors.

1901.

**Ovingdean Grange** 1901 Folios 337 and 338 Owners of Forsete v Owners of Ovingdean Grange (damage) appl of pliffs from judgt of the President, dated Feb 15, 1901 May 1

**Mount Vernon** 1899 Folio 533 Owners of the Handel Lust v George shephard and ors (damage) appl of debts from judgt of Mr Justice Barnes, dated April 30, 1901 July 1

**Oceanic** 1901 Folio 357 The Waterford Steamship Co ld v The Oceanic Steamship Co ld (damage) appl of debts from judgt of the President, dated Oct 29, 1901 Nov 11

1902.

**Posen** 1901 Folio 453 Owners of Steamship Inchkeith v Owners of Steamship Posen (damage) appl of debts from judgt of the President, dated Nov 15, 1901 Jan 8

**Carthaginian** 1901 Folios 507 & 514 Owners of Steamship Glenn re v Owners of Steamship Carthaginian (damage) appl of debts from judgt of Mr Justice Barnes, dated Jan 18, 1902 Feb 15

Without Nautical Assessors.

(Final List.)

1901.

**Swindon** 1901 Folio 52 Millers & Carys Cape Verde Islands ll v The Swindon Steamship Co ld (question of Law) appl of debt from judgt of the Divisional Court, dated June 14, 1901 July 24

1902.

**Dowlais** 1901 Folio 406 The Dowlais Steamship Co ld v Budd & Co appl of pliffs from judgt of the Divisional Court, dated Dec 17, 1901 Jan 14

#### FROM THE KING'S BENCH DIVISION.

(New Trial Paper.)

1901.

**Vicars v The Hydro Incandescent Gas Light Co ld and others** appln of pliff for judgt or new trial on appl from verdict and judgt, dated July 5, 1901, at trial before Mr Justice Lawrance and common jury, Middlesex July 13

**Taylor v London & Yorkshire Bank ld & anr** appln of London & Yorkshire Bank for judgt or new trial on appl from verdict and judgt, dated August 9, 1901, at trial before the Lord Chief Justice and a jury, Middlesex Oct 30

**Henderson v Bateman and legal representatives & ors** appln of pliff for judgt or new trial on appl from verdict and judgt, dated Oct 28 1901, at trial before Mr Justice Grantham and a special jury, Middlesex Nov 1

**Batten, Carne & Carne's Banking Co ld v Reed** appln of pliffs for judgt or new trial on appl from verdict and judgt, dated Nov 6, 1901, at trial before Mr Justice Grantham and a special jury, Middlesex Nov 12

**Barker v Sullivan & ors** appln of debt for judgt or new trial on appl from verdict and judgt, dated Nov 1, 1901, at trial before Mr Justice Ridley and a special jury, Middlesex November 14

**Spero v Crewell & ors** appln of pliff for judgt or new trial on appl from verdict and judgt, dated Nov 28, 1901, at trial before Mr Justice Darling and common jury, Middlesex December 2

**White v Bennett** appln of pliff for judgt or new trial on appl from verdict and judgt, dated Nov 30, 1901, at trial before Mr Justice Ridley with a special jury, Middlesex December 4

**Smith v Moir & ors** appln of debts A McKechnie and McKechnie Bros for judgt or new trial on appl from verdict and judgt, dated Nov 25, 1901, at trial before Mr Justice Ridley with a special jury, Middlesex December 5

**Nesbitt v Parrett & Mercer** appln of debts for judgt or new trial on appl from verdict & judgt, dated Nov 29, 1901, at trial before Lord Chief Justice & a special jury, Middlesex December 6

**Smith & Co ld v Humphries & Co ld** appln of pliffs (on a preliminary point) for judgt or new trial on appl from verdict & judgt, dated Dec 6, 1901, at trial before Mr Justice Darling and a special jury, Middlesex Dec 16

**Aitken v The London & North Western Ry Co** appln of debts for judgt or new trial on appl from verdict & judgt, dated Dec 11, 1901, at trial before Mr Justice Darling with a special jury, Middlesex Dec 18

**Knight v Vickerman** appln of pliff for judgt or new trial on appl from verdict & judgt, dated Dec 5, 1901, at trial before Mr Justice Grantham and special jury, Leeds December 19

**Vickers v Lady Emily Gold Mining Co, ld** appln of debts for judgt or new trial on appl from verdict and judgt, dated Dec 12, 1901, at trial before Mr Justice Darling and a special jury, Middlesex December 20

**Phillips v Plumbly** appln of debt for judgt or new trial on appl from verdict and judgt, dated Dec 13, 1901, at trial before Mr Justice Darling and a special jury, Middlesex Dec 21

**Cockburn & anr v Taftt** appl of debt for judgt or new trial on appl from verdict and judgt, dated Dec 19, 1901, at trial before the Lord Chief Justice and special jury, Middlesex Dec 24

1902.

**Lennox v Stoddart** appln of debt for judgt or new trial on appl from verdict & judgt, dated Jan 13, 1902, at trial before Mr Justice Wills and special jury, Middlesex Jan 14

**Loftus v Roberts** appln of debt for judgt or new trial on appl from verdict & judgt, dated Jan 14, 1902, at trial before Mr Justice Darling and common jury, Middlesex Jan 21

**Davis v Stoddart** appl of debt for judgt or new trial on appl from verdict & judgt, dated Jan 20, 1902, at trial before Mr Justice Darling and common jury, Middlesex Jan 28

**The Columbus Co ld v Morton, Down & Co ld** appln of defendants for judgt or new trial on appl from verdict and judgt, dated Jan 16, 1902, at trial before Mr Justice Bruce and special jury, Middlesex Jan 30

**Gable & Gosney v Lovibond and anr** (consolidated actions) application of defendant Lovibond for judgt or new trial on appl from verdict and judgt, dated Jan 25, 1902, at trial before Mr Justice Lawrance and special jury, Middlesex Feb 3

**A G Holzapfel v The Shipping Agency ld** appln of debts for judgt or new trial on appl from verdict and judgt, dated Jan 20, 1902, at trial before the Lord Chief Justice and special jury, Middlesex Feb 3

**Hild v Chambers and ors** appln of debt for judgt or new trial on appl from verdict and judgt, dated Jan 29, 1902, at trial before Mr Justice Darling and common jury, Middlesex Feb 4

**Balls v The North Metropolitan Tramway Co** appln of pliff for judgt or new trial on appl from verdict and judgt, dated Jan 14, 1902 at trial before Mr Justice Ridley and common jury, Middlesex Feb 5



**Craig v Harris** appln of plttf for judgt or new trial on appl from verdict & judgt, dated Jan 29, 1902, at trial before the Lord Chief Justice and special jury February 7

**Hardie v Balman** appln of deft for judgt or new trial on appl from verdict & judgt, dated Jan 31, 1902, at trial before Mr Justice Darling and common jury, Middlesex February 7

**Bleick & anr v Jerram & ors** (Crown Side) appln of plttfs for judgt or new trial on appl from verdict & judgt, dated Jan 21, 1902, at trial before the Lord Chief Justice and special jury, Middlesex February 11

**Hallé v Midgley** appln of plttf for judgt or new trial on appl from verdict & judgt, dated Jan 29, 1902, at trial before Mr Justice Lawrance and special jury, Middlesex February 12

**Federal Steam Navigation Co ld v Sleigh & ors** appln of defts for judgt or new trial on appl from verdict and judgt, dated Jan 17, 1902, at trial before Mr Justice Bigham and special jury, Middlesex Feb 12

**Doyle v Holder & Son** appln of defts for judgt or new trial on appl from verdict and judgt, dated Jan 30, 1902, at trial before Mr Justice Ridley and common jury, Middlesex Feb 13

**F Foster** (an infant, by Reuben Foster his father and next friend) v Turner appln of plttfs for judgt or new trial on appl from verdict and judgt, dated Feb 3, 1902, at trial before Mr Justice Bigham and common jury, Middlesex Feb 13

**Hart v Rogers** (issue) appln of plttf for judgt or new trial on appl from verdict and judgt, dated Jan 28, 1902, at trial before Mr Justice Lawrance and special jury, Middlesex Feb 13

**Van Grutten & anr v Trevenner** appln of deft for judgt or new trial on appl from verdict and judgt, dated Jan 31, 1902, at trial before Mr Justice Channell and common jury, Middlesex Feb 13

**Lambourne v Shrimpton** appln of plttf for judgt or new trial on appl from verdict & judgt, dated Feb 1, 1902, at trial before Mr Justice Phillimore and common jury, Oxford Feb 15

**Rattee v Norwich Electric Tramway Co** (Norwich District Registry) appln of defts for judgt or new trial on appl from verdict & judgt, dated Feb 1, 1902, at trial before Mr Justice Grantham and special jury, Norwich Feb 17

**Duckes v Strong and Co** appln of defts for judgt or new trial on appl from verdict & judgment, dated Feb 5, 1902, at trial before Mr Justice Channell and special jury, Dorset Feb 20

**Barnes v Richards & ors** appln of plttf for judgt or new trial on appl from verdict and judgt, dated Feb 19, 1902, at trial before the Lord Chief Justice and jury, Middlesex Feb 22

**Lang v Lovatt** appln of deft for judgt or new trial on appl from verdict & judgt, dated Feb 14, 1902, at trial before Mr Justice Ridley and common jury, Middlesex Feb 24

**Stoddart v The Watchmakers' Alliance ld** appln of defts for judgt or new trial on appl from verdict & judgt, dated Feb 25, 1902, at trial before Mr Justice Ridley with a jury, Durham Feb 28

**Kingham v Giddy** appln of plttf for judgt or new on appl from verdict & judgt, dated Feb 7, 1902, at trial before Mr Justice Bigham and special jury, Middlesex Feb 28

**Wightwick v Pope and The Absolute Life Assce Co ld** appln of defts for judgt or new trial on appl from verdict and judgment, dated Feb 17, 1902, at trial before The Lord Chief Justice and special jury, Middlesex March 4

**Lawther v Roes** appln of plttf for judgt or new trial on appl from verdict and judgt, dated March 5, 1902, at trial before Mr Justice Kennedy and special jury, Middlesex March 13

**Rogers v Cousens** appln of deft for judgt or new trial on appl from verdict & judgt, dated March 11, 1902, at trial before Mr Justice Grantham and special jury, Middlesex March 15

**Garner v Wesley** appln of plttf for judgt or new trial on appl from verdict and judgt, dated Feb 17, 1902, at trial before Mr Justice Bruce (Leicester District Registry) for Mr Justice Buckley (Chancery Division), with a jury, Leicester March 17

**William Purvis v Newcastle-on-Tyne Co-operative Soc ld** appln of plttf for judgt or new trial on appl from verdict & judgt, dated Feb 22, 1902, at trial before Mr Justice Lawrance and a jury, Newcastle March 20

**Rettich v The Newlands Grequaland Diamond Mines ld** appln of defts for judgt or new trial on appl from verdict & judgt, dated March 14, 1902, at trial before Mr Justice Phillimore & common jury, Middlesex March 21

**Spooner v Eveson, & Co ld** appl of deft for judgt or new trial on appl from verdict & judgt, dated Feb 20, 1902, at trial before Mr Justice Bruce & special jury, Derby March 27

**Morris v Atkins & anr** appln of defts for judgt or new trial on appl from verdict & judgt, dated 1902, at trial before Mr Justice Wills and special jury, Middlesex March 27

## FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

1900.

**Matthews & ors v Colls & anr** appl of plttf from order of Mr Justice Bucknill, dated June 13, 1900 (security ordered) June 26

1901.

**Nelson v Rosenberg** appl of deft from order of Mr Justice Day, dated March 18, 1901 (s o pending settlement) March 21

**Underhill & anr v Lindon** appl of deft from order of Mr Justice Day, dated March 25, 1901 (security ordered) April 18

**Vigo v Vigo** appl of plttf from order of Mr Justice Day, dated April 20, 1901

**Vigo v Vigo** appl of plttf from order of Mr Justice Day, dated April 17, 1901 (s o till after Master's report) April 24;

1902.

**Neale v Lady Gordon Lennox** appl of deft from order of the Lord Chief Justice, dated March 4, 1902, non-jury, Middlesex part heard

**Newell v Povah** appl of plttf from order of Mr Justice Bruce, dated March 14, 1902 March 23

**Elliott v Garrett** appl of plttf from order of Mr Justice Bucknill, dated March 8, 1902 March 19

**The Linotype Co ld v The Johnston Die Press Co ld** appl of plttfs from order of Mr Justice Bucknill, dated March 11, 1902 The Same v The Same appl of plttfs from order of Mr Justice Bucknill, dated March 11, 1902 The Johnston Die Press Co ld v The Linotype Co ld appl of defts from order of Mr Justice Bucknill, dated March 11, 1902 March 25

**The London & Northern Bank ld v George Newnes** appl of plttfs from order of Mr Justice Bucknill, dated March 6, 1902 March 25

**Holland v Bennett** appl of plttf from an order of Mr Justice Bucknill, dated March 11, 1902 March 21

**Ellis v Neck** appl of F H W Ellis from order of Mr Justice Bucknill, dated March 18, 1902 March 24

**South African Venture Syndicate ld v The Prah Gold Mines ld & Atome Mines ld** appl of plttfs from order of Mr Justice Bruce, dated March 19, 1902 March 25

**The British Workmen's & General Assurance Co ld** (applts) v Cunliffe (respt) (Crown Side) appl of applts from order of the Lord Chief Justice and Justices Darling & Channell, dated March 12, 1902 March 26

**Thomas v Chance** appl of applt from order of Mr Justice Bucknill, dated March 11, 1902 March 27

**Auger v Vassier** appl of plttfs from order of Mr Justice Bucknill, dated March 22, 1902 March 27

## FROM COUNTY COURT.

In re The Workmen's Compensation Act, 1897.

1901.

In the Matter, &c W E Jones (an infant) by William Williams next friend, applicant v Lawrence & Nicol, respts (Crown Side) appl of applicant from award of County Court (Lancashire, Liverpool), dated Jan 24, 1901 (restored) Feb 14

In the Matter, &c Elizabeth Jarrett (the legal personal representative of W Jarrett, dec), applicant v The Ffoldan Collieries Co ld, respts (Crown Side) appl of respts from award of County Court (Glamorgan-shire, Bridgend), dated May 24, 1901 June 6

In re the Matter, &c John Owen, applicant v George Clark ld, respt (Crown Side) appl of applicant from award of County Court (Durham, Sunderland), dated May 16, 1901 June 6

Stand over till after judgment given in "Wrigley v Whittaker" in House of Lords (by order)

In the Matter, &c Bryan Kenney, applicant v Harrison & Singleton, respts appl of respts from award of County Court (Durham, West Hartlepool), dated June 14, 1901 (restored) July 2

In the Matter, &c Richard Perry, applicant v Joseph Baker & Sons, respts (Crown Side) appl of applicant from award of County Court (Middlesex, Marylebone), dated June 17, 1901 (security ordered) July 6

In the Matter, &c George Bartell, applicant v W Gray & Co, respts (Crown Side) appl of respts from award of County Court (Middlesex, Bow), dated July 10, 1901 July 22

In the Matter, &c John Henry Matthews, applicant v The Penrkyber Navigation Colliery Co ld, respts (Crown Side) appl of respts from award of County Court (Glamorgan-shire, Aberdare & Mountain Ash), dated July 8, 1901 July 27

In the Matter, &c Abraham McDougall, applicant v Holzappel's Composition Co ld, respts (Crown Side) appl of applicant from award of County Court (Lancashire, Liverpool), dated Sept 13, 1901 (security ordered) Sept 24

In the Matter, &c Morris, applicant v Darcy Lever Coal Co ld, respt, and the Northern Employers' Mutual Indemnity Co ld (insurers) (Crown Side) appl of insurers from award of County Court (Lancashire, Bolton), dated Sept 23, 1901 Oct 7

In the Matter, &c Mary Eaton (widow), applicant v J E Edwards, respt (Crown Side) appl of respt from award of County Court (Denbighshire, Wrexham), dated Oct 2, 1901 Oct 16

1900.

In the Matter, &c Martha Losh, applicant v Richard Evans & Co ld, respts (Crown Side) appl of applicant from award of County Court (Lancashire, St Helena, Widnes), dated Jan 10, 1900 (restored March 24, 1902) Jan 31

1901.

In the Matter, &c William Male, applicant v Nixon's Navigation Co ld, respts (Crown Side) appl of respts from award of County Court (Glamorgan-shire, Mountain Ash), dated Sept 30, 1901 Oct 19

In the Matter, &c Hannah Williams, applicant v Powell Duffryn Steam Coal Co ld respts (Crown Side) appl of respts from award of County Court (Monmouthshire, Tredegar), dated Oct 8, 1901 Oct 25

In the Matter, &c Charles Fletcher, applicant v The London United Tramways ld, respts (Crown Side) appl of applicant from award of County Court (Middlesex, Brentford), dated Oct 25, 1901 Oct 25

In the Matter, &c Eliza Clatworthy, applicant v R & H Green ld, respts (Crown Side) appl of respts from award of County Court (Middlesex, Bow), dated Oct 17, 1901 Oct 26

In the Matter, &c Thomas Needham, applicant v George Leeder, respt (Crown Side) appl of applicant from award of County Court (Durham, Hartlepool), dated Oct 11, 1901 (security ordered) Oct 30

- In the Matter, &c William Henry St George, applicant v The Lighting Corporation Id, respts (Crown Side) appl of respts from award of County Court (Surrey, Croydon), dated Oct 15, 1901 Nov 1
- In the Matter, &c Elizabeth Jane Fairry, applicant v John Rathe, respt (Crown Side) appl of respt from award of County Court (Chester, Birkenhead), dated Oct 28, 1901 Nov 1
- In the Matter, &c Henry Armitage, applicant v The Lancashire and Yorkshire Railway Co, respts (Crown Side) appl of respts from award of County Court (Lancashire, Manchester), dated Oct 21, 1901 Nov 4
- In the Matter, &c William Jobson McMillan, applicant v The Prince of Wales Dry Dock Co, Id, respts (Crown Side) appl of respts from award of County Court (Glamorganshire, Swansea), dated Oct 22, 1901 Nov 8
- In the Matter, &c Nancy Waby, applicant v The Sheffield Mineral Water Syndicate Id, respts (Crown Side) appl of respts from award of County Court (Yorkshire, Sheffield), dated Oct 31, 1901 Nov 11
- In the Matter, &c James Carney, applicant v Walter Scott & Middleton Id, respts (Crown Side) appl of applicant from award of County Court (Yorkshire, Sheffield), dated Oct 24, 1901 (security ordered) Nov 13
- In the Matter, &c Robert Ashton, applicant v Callender's Cable & Construction Co Id, respts (Crown Side) appl of applicant from award of County Court (Yorkshire, Sheffield), dated Oct 25, 1901 (security ordered) Nov 13
- In the Matter, &c Frederick Burnett, applicant v The Drury Lane Theatre Id, respts (Crown Side) appl of respts from award of County Court (Middlesex, Shoreditch), dated Nov 15, 1901 Nov 21
- In the Matter, &c Charles Goodwin, applicant v Scruttons Id, respts (Crown Side) appl of applicant from award of County Court (Essex, Grays), dated Nov 9, 1901 Nov 22
- In the Matter, &c George Hughes, the younger (by George Hughes, his father and next friend), applicant v The Lancashire & Yorkshire Ry Co, respts (Crown Side) appl of applicant from award of County Court (Lancashire, Manchester), dated Nov 4, 1901 Nov 23
- In the Matter, &c Thomas Redden, applicant v Siddal & Hilton Id, respts (Crown Side) appl of applicant from award of County Court (Yorkshire, Halifax), dated Nov 7, 1901 Nov 27
- In the Matter, &c Hannah Southern, applicant v The Abram Coal Co, Id, respts (Crown Side) appl of respts from award of County Court (Lancashire, Wigan), dated Dec 3, 1901 Dec 18
- In the Matter, &c Samuel Kniverton, applicant v The Darcy Lever Coal Co, Id, and The Northern Employers' Mutual Indemnity Co, Id, respts (Crown Side) appl of insurers from award of County Court (Lancashire, Bolton), dated Dec 4, 1901 Dec 20
- 1902.
- In the Matter, &c Alexander Lee Isaacson and Annie Levy Isaacson, his wife, applicants v The New Grand, Clapham Junction, respts appl of applicant from award of Deputy of County Court (Westminster), dated Dec 16, 1901 Jan 1
- In the Matter, &c John Terrell Newman, applicant v The Mayor, &c of Southampton, respondents appl of respt from award of County Court (Hampshire, Southampton), dated Jan 24, 1902 (stay granted pending appeal) Feb 3
- In the Matter, &c John Wall Holmes, applicant v The City of Birmingham Tramways Co Id, respts appl of applicant from award of County Court (Warwickshire, Birmingham), dated Jan 22, 1902 Feb 7
- In the Matter, &c Jules Foxe, applicant v Charles Manzell, respt appl of applicant from award of County Court (Middlesex, Westminster), dated Jan 20, 1902 Feb 10
- In the Matter, &c Ellen Tanill, applicant v Evan William Howell, respt appl of respt from award of County Court (Herefordshire, Rose), dated Feb 1, 1902 Feb 14
- In the Matter, &c John Harrison, applicant v Mayor, Alderman and Burgesses of the Borough of Hartlepool, respts appl of applicant from award of County Court (Durham, West Hartlepool), dated Jan 24, 1902 Feb 14
- In the Matter, &c Ernest Jones, applicant v The Great Central Ry Co, respts appl of respts from award of County Court (York, Doncaster), dated Feb 13, 1902 Feb 24
- In the Matter, &c Charles Jewell, applicant v The Great Western Ry Co, respts appl of respts from award of County Court (Glamorganshire, Cardiff), dated Feb 6, 1902 Feb 25
- In the Matter, &c Annie Maria Dunham, applicant v Joseph Clare, respt appl of applicant from award of County Court (Staffordshire, Walsall), dated Feb 12, 1902 (security ordered) March 3
- In the Matter, &c Harold Marshall, applicant v F W Rudeforth, respt appl of applicant from award of County Court (Yorkshire, Scarborough), dated Feb 18, 1902 March 7
- In the Matter, &c Kitty Hilder, applicant v Rock, Hawkins & Thorpe, respts appl of respts from the award of County Court (Tunbridge Wells), dated Feb 20, 1902 March 12
- In the Matter, &c Magdalen Rachell Collins (widow), applicant v Johnson & Co and the Right Hon W St John Brodrick, Secretary of State for War, respts appl of respts from award of County Court (Kent, Woolwich), dated Feb 26, 1902 March 18
- In the Matter, &c Mary Ann Hall, applicant v Tubes Id, respts appl of applicant from award of County Court (Staffordshire, West Bromwich), dated March 14, 1902 March 24
- In the Matter, &c Evan Jones and Mary Jones, applicants v The Universal Steam Coal Co Id, respts appl of respts from award of County Court (Glamorganshire, Pontypridd), dated March 12, 1902 March 25
- N.B.—The above list contains Chancery, Palatine, and King's Bench Final and Interlocutory Appeals set down to March 27, 1902.

## THE PROPERTY MART.

## SALES OF THE ENSUING WEEK.

- April 22.—Messrs. EDWIN FOX & BOWFIELD, at the Mart, at 2:—City of London: Freehold Corner Property, Nos 125, Aldersgate-street and 1, Gathuisian-street, to be Let, on a Building Lease, for eighty years, at a peppercorn ground-rent for the first nine months, and at such rent for the remainder of the term as may be determined by competition. Solicitors, Messrs. Montagu, Milham, & Montagu, London.—Fulham: Freehold Property, comprising St. Catherine's mansions; let weekly, the total rental being £812 per annum. Solicitor, H. Astley Roberts, Esq., London. (See advertisements, April 12, p. 5.)
- April 24.—Messrs. TUCKETT & SON, at the Mart, at 1:—Leasehold Residences, comprising Nos. 8 and 5, Pitt-street, close to the Electric and Underground Railways and Kensington gardens, let at rents amounting to £175 per annum. Solicitors, Messrs. Knapp-Fisher & Sons; Messrs. Holdsworth & Payne, London.—Long Leasehold Properties, being Nos. 33 and 32A, Lupus-street Westminster, let at £125 per annum; also No. 6, Marmora-road, Honor Oak of the annual value of £50. Solicitors, Messrs. Waterhouse & Co., London. (See advertisements, April 12, p. 3.)

## RESULTS OF SALES.

Messrs. H. E. FOSTER & CRAWFIELD have during the past week sold the following Interests at the Mart, E.C.:

## ABSOLUTE REVERSIONS:

	To £2,000; life 70	...	...	...	Sold	£1,190
To 43 and 45, Somerset-road, Mead Vale, Redhill; life 81	...	...	...	...	"	430
Palmarco and Mexican Gold Fields, Ltd., £180 5 per cent. 1st	...	...	...	...	"	125
Mortgage Debentures	...	...	...	...	"	320
DALSTON.—36, Shireland-road; leasehold, let at £34 per annum, held for 3½ years at 45 lbs. 6d.	...	...	...	...	"	320

Messrs. G. C. & T. MOORE sold at the Mart, on Thursday last, the Freehold 36r, Edmundo, Holloway, for £730; three Leasehold Residences in Binfeld-road, Clapham, £1,345; Freehold 81r in Christiania-road, St George's, £1,380; Freeholds in Boston-street and Nicoll-street, Haggerston, £580. Result of sale, £4,560.

## WINDING UP NOTICES.

London Gazette.—FRIDAY, April 11.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

- ANGLO PETROLEUM OIL CO, LIMITED.—Petition for winding up, presented April 8, directed to be heard April 24. Roberts, Clement's inn, solors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 21.
- GROCERS' AND MANUFACTURING CONFECTIONERS' SPECIALISTS, LIMITED.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Uriah Spratt, 33, Fennel st, Manchester.
- GUARANTY HYDRAULIC GOLD MINES, LIMITED.—Creditors are required, on or before May 8, to send their names and addresses, and particulars of their claims, to B. A. Cobbett, 14, Devonshire sq.
- SCOTT SYNDICATE, LIMITED.—Creditors are required, on or before April 16, to send in their names and addresses, and the particulars of their debts or claims, to Frederick Chase Sewell, Finsbury House, Blomfield st.
- THOMAS WILKINS & CO, LIMITED.—Petition for winding up, presented April 10, directed to be heard April 23. Downing & Co, 44-6, Leadenhall st, for Downing & Hancock, Cardiff, solors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 31.
- UNIVERSAL EXPLORATION CO, LIMITED.—Creditors are required, on or before July 7, to send their names and addresses, and the particulars of their debts or claims, to Henry F. Tiarke and Louis Floersheim, 4, Lothbury. Slaughter & May, 13, Austin Friars, solors for liquidators.

London Gazette.—TUESDAY, April 15.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

- ABSOLUTE LIFE ASSURANCE CO, LIMITED.—Petition for winding up, presented April 7, directed to be heard on April 29. Weatherley, 2, Old Serjeant's inn, Chancery ln, solors for the petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 28.
- AUSTIN, WOOD, BROWNE & CO, LIMITED (IN LIQUIDATION).—Creditors are required, on or before May 15, to send their names and addresses, and the particulars of their debts or claims, to Elies Hill, 79, Mark ln.
- BATHEM MOTOR TRACTION CO, (LIMITED).—Petition for winding up, presented April 12, directed to be heard on April 23. Firth & Co, 77, Chancery ln, solors for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 23.
- COCHRANE, GROVE, & CO, LIMITED.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to William Dixon, jun, Ormsby Iron Works, Middlesbrough on Tees. Dees & Thompson, Newcastle upon Tyne, solors for liquidator.
- GEORGE MAY & CO, LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before May 25, to send their names and addresses, and the particulars of their debts or claims, to Henry Gessell Blackburn, 2, East Parade, Leeds.
- HAWKINS NORTH GOLD MINING CO, LIMITED.—Creditors are required, on or before May 16, to send their names and addresses, and the particulars of their debts or claims, to Henry St John Hodges, Finsbury House, Blomfield st. Mayo & Co, Drapers' gds, solors for liquidator.
- LLANDRIDDOD WELLS MARKET AND PUBLIC HALL CO, LIMITED.—Creditors are required, on or before May 23, to send their names and addresses, and the particulars of their debts or claims, to Robert George Roberts, 40, Oxford st, Swansea.
- MATTHEW SYNDICATE, LIMITED.—Petition for winding up, presented April 14, directed to be heard April 22. Abbott, Walbrook, solors for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 23.
- RAILWAY AND GENERAL TICKET PRINTING SYNDICATE, LIMITED.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Edwin Hayes, 35, Basinghall st.
- THEATRES, LIMITED.—Creditors are required, on or before May 31, to send their names and addresses, and particulars of their debts or claims, to John Edwin Denney, 91, 92, and 93, Palmerston bldg, Old Broad st.
- WOODRUFF KENTING CO, LIMITED.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Mr William Burnley Farnell, 42, Spring gds, Manchester. Chew & Sons, Manchester, solors to liquidator.

## UNLIMITED IN CHANCERY.

CITY AND SUBURBAN PERMANENT BUILDING SOCIETY (IN DISSOLUTION).—Creditors are required to send particulars of their claims, to Mr H. Mills Branford, 3, Broad st bldg, on or before May 1. Skipper & Tucker, Warwick st, Gray's inn, solors to trustees.

**WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.**—Before purchasing or renting a house, even for a short occupation, it is advisable to have the Drains and Sanitary Arrangements independently Tested and Reported upon. For terms apply to The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Established 27 years. Telegrams: Sanitation, London. Telephone: 316 Westminster.—[ADVT.]



## CREDITORS' NOTICES.

UNDER 22 &amp; 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 11.

ARMISTEAD, DANIEL, Broughton, nr Preston, Auctioneer May 30 Forshaw & Parker, Preston  
 ASHFORD, THOMAS BRISTOW, Brockley, Essex, Farmer May 1 Wade & Co, Dunmow, Essex  
 BALL, WILLIAM LAWRENCE, Woodville, Leicester, Wine Merchant June 24 Fisher & Co, Ashby de la Zouch  
 BEACH, WILLIAM, Chelmsford, Leather Manufacturer June 21 Nicholas, Chelmsford  
 BENNETT, ALFRED WILLIAM, Park Village East May 8 H F & C L Smith, Lincoln's inn fields  
 BINNET, FREDERICK WILLIAM, Homebush, nr Sydney, New South Wales May 10 Blyth & Co, Gresham House, Old Broad st  
 BOOTH, THOMAS, Walsaston, Staffs May 1 Hollinhead & Moody, Tunstall, Staffs  
 BOYER, HENRY ARTHUR HUNT, Barnow Hume, Wexford May 21 Haslles, Lincoln's inn fields  
 BRETHERTON, THOMAS, Bretherton, Lancs May 27 Willis, Preston  
 BRINKLEY, LOUISA, Saddleworth, Yorks May 26 Rylands & Sons, Manchester  
 CHAFFER, BENJAMIN, Burnley, Yeoman June 1 Creeke & Son, Burnley  
 COLE, FRANCES, 216 Moors, Chester April 28 Lancashire & Humphreys, Manchester  
 COUCH, JOHN QUILLERS, Farnham, Cornwall, Surgeon May 17 Davies & Co, Penzance  
 CRAIK, JAMES, Rochampton in, Surrey May 10 Hubbard & Sheppard, Chancery in Dickens, Lucy, Tottenham Court rd May 12 Naunton & Son, Oxford st  
 DIXON, SAMUEL, Marple, Chester May 3 Innes, Manchester  
 DOBSON, ELIZABETH, Scotforth, nr Lancaster May 12 Maxsted & Co, Lancaster  
 DOBSON, JAMES, Rothwell, Yorks, Mailster June 12 Jones & Co, Leeds  
 DOBSON, JOSEPH, Hartgate, Mailster June 12 Jones & Co, Leeds  
 DOWNEND, JOHN, Walkley, Sheffield May 1 Wilson, Sheffield  
 DRAKE, ELIZABETH, Winchester May 10 Bowler & Ross, Winchester  
 DRUCE, FREDERICK, Eves, Sussex May 17 Druce & Attlie, Billiter sq  
 EDWARDS, GEORGE, Old Jewry, Contractor May 9 Pritchard & Co, Gracechurch st  
 ELLIOT, ISABELLA ELIZABETH, Winchester June 1 Lee & Pemberton, Lincoln's inn fields  
 ENGLISH, JAMES, Liverpool May 23 Toulmin & Co, Liverpool  
 FRENCH, RAY FRANCIS STEPHEN, Hucksall Torkard, Notis May 10 Robotham & Co, St Mary's gate  
 FINNEY, EDWARD, Newcastle upon Tyne May 21 Does & Thompson, Newcastle upon Tyne  
 FRENCH, MARGARET, Newcastle upon Tyne May 30 Brown & Son, Newcastle upon Tyne  
 HAIGH, JOE, Calverley, Yorks May 10 Wright & Co, Bradford  
 HAMMOND, JANE, Chiddingfold, Surrey May 6 Othen, jun, Godalming  
 HARDWIDGE, JANE, Asbridge, Somerset May 10 March, Asbridge  
 HAWKER, ELIZABETH, Rottingdean, Sussex June 10 Blyth & Co, Gresham House  
 HAWKINS, ANN, Robert st, Hainpstead rd May 13 Ray & Flower-Killa, Gt Portland st, Portland pl  
 HILTON, ROBERT, Morecambe May 12 Maxsted & Co, Lancaster  
 HOLMSTED, JOHN, Rippenden, nr Halifax April 30 Hoyle, Sowerby Bridge

## BANKRUPTCY NOTICES.

London Gazette.—TUESDAY, April 8.

## ADJUDICATIONS.

BEVERIDGE, GEORGE, and ARTHUR WHITTING, Leeds, Jute Manufacturers Leeds Pet March 12 Ord April 8  
 BOWDEN, FREDERICK LOVELL THOMAS, and GEORGE FENCIVALL BOWDEN, Kewham, Somerset, Photographers Bristol Pet April 5 Ord April 5  
 CHAMBERS, WILLIAM SMITH, Gillingham, Kent, Engine Fitter Rochester Pet April 5 Ord April 5  
 CHARLES, CHARLES MORRIS, Newport, Carpenter Newport, Mon Pet March 15 Ord April 4  
 CLARK, ALFRED THORNHILL, Gt Grimsby St Grimsby Pet April 3 Ord April 8  
 COLE, WALTER HENRY, Cardiff, Commission Agent Cardiff Pet April 4 Ord April 4  
 COOPER, HARRIET, Kidderminster, Confectioner Kidderminster Pet March 30 Ord April 4  
 CULLEN, ROBERT, Hunstanton St Edmunds, Norfolk, Grocer King's Lynn Pet March 6 Ord April 4  
 DAVIES, DAVID HENRY, Newport, Grocer Newport, Mon Pet April 4 Ord April 4  
 DAY, HENRY ARTHUR, Norwich, Photographer Gt Yar-mouth Pet Jan 27 Ord April 4  
 DAYBELL, ARTHUR RICHMOND, Beeston, Notis, Warehouseman Nottingham Pet April 4 Ord April 4  
 MAGLES, JAMES EZRA ROSS, Pockham, Ironmonger High Court Pet March 24 Ord April 3  
 ENSLEY, JOHN, Long Lawford, Warwick, Coal Dealer Coventry Pet April 3 Ord April 3  
 FIELDHOUSE, WILLIAM, Morecambe, Music Dealer Preston Pet April 4 Ord April 4  
 FRANCH, HOWELL, Trowlaw, Glam, Colliery Overseer Pontyfridd Pet April 2 Ord April 2  
 GOODRIDGE, NATHANIEL, Coventry, Stationer Coventry Pet April 3 Ord April 3  
 GREER, JOSEPH BENJAMIN, and WILLIAM HENRY GREER, Whitborne, Hereford, Fruit Dealers Worcester Pet April 2 Ord April 5  
 HAYWOOD, GEORGE DUDLEY, Worcester Dudley Pet March 25 Ord March 25  
 HIGGINS, MARY, and JAMES SHINGLARS, Barnsley, Fruit Merchants Barnsley Pet Feb 20 Ord April 2  
 HIGGINS, THOMAS, Relsall Heath, Worcester, Baker Birmingham Pet March 26 Ord April 4  
 HOBSON, THOMAS HENRY, Crowle, nr Doncaster, Newsagent Sheffield Pet April 3 Ord April 3  
 HUDSON, THOMAS, Stockport, Builders Merchant Stockport Pet March 11 Ord April 8  
 IVORY, JOHN EDWARD, Trinity sq, Tea Merchant High Court Pet Jan 10 Ord April 4  
 JONES ROBERT EDWARDS, Trawsfynydd, Merioneth, Grocer Porthmadoc Pet April 3 Ord April 3  
 KENNEDY, MYLES BRICE, Chesapeake High Court Pet Feb 6 Ord April 3  
 KINGHORN, THOMAS, Leeds, Milk Dealer's Assistant Leeds Pet April 2 Ord April 3  
 LANGBURN, ROBERT JEFFERY, Middlesbrough, Labourer Middlesbrough Pet April 2 Ord April 3

HOPWOOD, MARY, Marple, Chester May 13 Johnsons, Stockport  
 HORNER, BENA, Tunbridge Wells May 21 Andrew & Chas, Tunbridge Wells  
 JACKSON, JOHN WILLIAM, Scarborough, Cab Proprietor May 24 Tumball & Son, Scarborough  
 JARVIS, JOHN, Stapleford, Notis, Miner April 28 Thorpe, Ilkerton  
 JORRANING, GEORGE, Liverpool, Salt Merchant May 7 Thompson & McMaster, Liverpool  
 JOHNSON, JOSEPH ALLEN, Long Beckby, Northampton, Builder May 1 H J & O Marham, Northampton  
 JUDD, WILLIAM COTLAND REDMOND, Oxford gins, North Kensington, Barrister at Law May 12 Bedford, Westminster Bridge rd, Lambeth  
 KING, CHARLOTTE AUGUSTA, Bromley May 28 Aston, Gresham House, Old Broad st  
 LALOR, REV CARON THOMAS, Petworth, Sussex May 9 Brydons & Pittfield, Petworth  
 LANGHAM, JOSEPH, Winchester, Southampton May 24 Langhams, Bartlett's bldg, Holborn circus  
 LAW, CHARLES STEPHEN, Queen's Gate gins, South Kensington May 8 Meredith & Co, New sq, Lincoln's inn  
 MAYHEW, JOHN, Hampstead May 31 Wragg, Devonshire sq, Bishopsgate  
 MIDDLETON, HUGH, Aston, juxta Birmingham, Mechanical Engineer June 1 Turner & Hadfield, Birmingham  
 MILES, JOHN, Friern Barnet May 8 Miles, Theobalds rd, Bedford row  
 MILES, JOHNA MARGARET, Friern Barnet May 8 Miles, Theobalds rd Bedford row  
 NEALE, SUSANNA, Strood, Kent April 30 Robinson, Strood  
 NEILD, FREDERICK, Tavistock sq May 15 Neild, Finsbury circus  
 NEWING, CHARLOTTE, Westminster Bridge rd May 17 Williams, Camberwell rd  
 NICHOLSON, ROBERT, Maidenhead, Brewer May 24 Bird & Eldridge, Gt James st, Bedford row  
 PALMER, CATHERINE, Croydon May 16 Aynsley, Consett  
 PATMORE, JANE, Chicksen, Essex May 15 Wood & Co, Southend on Sea  
 POTTER, ALBERT DAVID, Chiswick May 24 Bird & Eldridge, Gt James st, Bedford row  
 RAY, THOMAS WILLIAM, Croydon May 31 Lincoln, Croydon  
 READ, HENRY SAMUEL, Coventry, Watch Manufacturer May 20 Wordcock & Co, Coventry  
 ROBIN, MARY ENGLISH NORTHBY, St Austell, Cornwall May 12 Shilson & Co, St Austell  
 ROSE, PHILIP, Northwick, Miller May 1 Leathes & Co, Norwich  
 ROWLEY, THOMAS DANIEL, Fleming rd, Loxrime sq May 13 Tippetts, Maiden in, Queen st  
 SELLARS, ANN, Pickering, Yorks May 7 Kitching, Pickering  
 SHARPLES, HANNAH, Oldham May 14 Mellor, Oldham  
 SMITH, MARY ANN, Launceston, Tasmania May 10 Blyth & Co, Gresham House, Old Broad st  
 STROUGHTON, MARY ANN, Birkenhead May 12 Thompson & Co, Birkenhead  
 SUTTON, RICHARD LANCASTER, St Leonards, Sussex May 13 Kearney & Co, Old Jewry  
 TAYLOR, RICHARD SANDERSON, Peterborough, Farmer May 1 Wheeler & Spence, Huntingdon  
 TAYLOR, ROBERT COLSON, Bath May 24 Bevan & Co, Bristol  
 THORPE, JOHN PASTINGTON, Alkington, nr Middleton, Farmer April 25 Hall & Ritchie, Middleton  
 TOMLINSON, JOHN, Accrington May 10 Haworth & Broughton, Accrington  
 WALKER, THOMAS, Cockerton, Durham May 30 Wooler & Wooler, Darlington  
 WHEELER, MATILDA LYDIA, Margate May 9 Ravenscroft & Co, John st, Bedford row  
 WILLIAMS, ALICE, Lancaster May 1 Hall & Co, Lancaster  
 WOOLLEY, LAURA, Marylands rd, Paddington June 6 Stephenson & Co, Lombard st

LEA, EDWARD, jun, West Norwood, Fancy Draper High Court Pet April 8 Ord April 3  
 MARSH, MARK, Carlisle, I of W, Dairyman Newport and Byde Pet April 4 Ord April 4  
 NEWBY, WILLIAM, York, Commission Agent York Pet April 2 Ord April 2  
 PANTHIAN, HAGOP HANOUTUN, Monton Green, Grey Cloth Agent Manchester Pet March 4 Ord April 5  
 PARRY, THOMAS WYNN, Bala, Mon, Innkeeper Tredegar Pet April 5 Ord April 5  
 PRICE, ALBERT, New Tredegar, Grocer Tredegar Pet April 4 Ord April 4  
 PURVIS, WALTER, Forest Gate, Timber Merchant High Court Pet Feb 25 Ord April 4  
 RIGBY, FREDERICK WILLIAM, Chester, Stationer Chester Pet April 4 Ord April 4  
 RIGBY, WILLIAM ATTWOOD, Bampton, Oxford, Solicitor Oxford Pet Feb 24 Ord April 5  
 ROBERTS, HARRY BERTON, Baldock, Oxford, Publican Oxford Pet April 2 Ord April 2  
 RUSLING, HENRY, Leeds, Shoemaker Leeds Pet April 4 Ord April 4  
 SCOTT, GEORGE HENRY, Bedford, Confectioner Bedford Pet March 21 Ord April 5  
 SMITH, THOMAS, Bolton, Carrier Bolton Pet March 18 Ord April 4  
 SMITH, WILLIAM, Redruth, Cornwall, Coachbuilder Truro Pet April 5 Ord April 5  
 SOUTHON, MARY, Westgate on Sea, Boarding House Keeper Canterbury Pet April 2 Ord April 2  
 SPEIGHT, FREDERICK, Knottingley, Yorks, Baker Wakefield Pet April 3 Ord April 3  
 WAKE, CHARLES, York, Grocer York Pet April 3 Ord April 3  
 WALLIS, W J, Surbiton, Builder Kingston, Surrey Pet March 14 Ord April 4  
 WESTER, ROBERT HARRINGTON, Kingston upon Hull, Fork Butcher Kingston upon Hull Pet April 5 Ord April 5  
 WHEATMAN, FRED, Kingston upon Hull, Butcher Kingston upon Hull Pet March 18 Ord April 5  
 WHEELER, ANNIE, Openshaw, Manchester, Baker Manchester Pet Feb 26 Ord April 5  
 YELLIS, ANNE, Liverpool, Furniture Dealer Liverpool Pet Feb 20 Ord April 3

London Gazette.—FRIDAY, April 11.

## RECEIVING ORDERS.

AMSDEN, JAMES, Aldersgate st, Boot Manufacturer High Court Pet Mar 10 Ord April 8  
 BENT, ELIZA, Leicester, Tobaccoist Leicester Pet April 7 Ord April 7  
 BOOTH, JOHN, Ekeas, Yorks Barnsley Pet Feb 18 Ord April 7  
 BROWN, JAMES, New Shildon, Durham, Railway Guard Durham Pet April 7 Ord April 7  
 CANNON, HENRY STUART, Harrogate, Commercial Traveller High Court Pet April 7 Ord April 7  
 CHICK, A Y, & Co, Angel st, Throgmorton st, Bankers High Court Pet March 17 Ord April 7  
 CLARK, GEORGE, Badminton, Bristol, Builder Bristol Pet April 9 Ord April 9

COHEN, SIMON, Princelet st, Spitalfields, Cap Manufacturer High Court Pet Mar 5 Ord April 7  
 CULVERWELL, MAURICE, Manchester, Addresser Manchester Pet March 7 Ord April 9  
 DALY, HENRY PARRY, Kingston upon Hull, Solicitor Kingston upon Hull Pet March 13 Ord April 7  
 DENNEY, A, & Co, Bishopsgate st Within High Court Pet March 18 Pet April 8  
 DRAKE, ALFRED, Norland, nr Halifax, Farmer Halifax Pet April 4 Ord April 4  
 EDWARDS, EDWARD JOHN, Aberystwith, Cardigan, Innkeeper Aberystwith Pet April 8 Ord April 8  
 GILL, FRED SMITH, Bradford, Butcher Bradford Pet April 8 Ord April 8  
 GREGORY, ARTHUR ALBERT, Nottingham, Clerk Nottingham Pet April 7 Ord April 7  
 HAYWORTH, ALFRED, Burnside, Southampton Southampton Pet April 9 Ord April 9  
 HILL, JOHN, Tredegar, Mon, Boot Manufacturer Tredegar Pet March 10 Ord April 5  
 JENKINSON, JOSEPH, Sheffield, Butcher Sheffield Pet April 5 Ord April 8  
 JENNY, GEORGE, sen, Old Buckenham, Norfolk, Farmer Norwich Pet April 7 Ord April 7  
 JONES & LOVEDAY, Pontypool, Mon, Oil Merchants Newport, Mon Pet March 21 Ord April 7  
 LELWALL, THOMAS, Carmarthen, Timber Merchant Carmarthen Pet April 7 Ord April 7  
 MACKERRATH, JOHN, Coochesham, Lancs, Farmer Preston Pet March 13 Ord April 8  
 MALCOLMON, DAVID, Covent Garden High Court Pet March 3 Ord April 9  
 NHADEL, AUGUST, Cleveland mews, Fitzroy sq, Cabinet Maker High Court Pet April 9 Ord April 9  
 OGLE, GEORGE EDWARD, Galesborough, Lancs, General Dealer Lincoln Pet April 9 Ord April 9  
 PASHMORE, HARRY, Gloucester, Licensed Victualler Gloucester Pet April 5 Ord April 5  
 PRANSON, JOHN THOMAS, Sheffield, Licensed Victualler Sheffield Pet April 7 Ord April 7  
 PINDER, CHARLES HENRY, Gorton, Lancs, Draper Manchester Pet April 8 Ord April 8  
 ROBERTS, JOSEPH RICHARD, Southport, Chemical Manufacturer Liverpool Pet April 9 Ord April 9  
 RUBELL, ROBERT, Gursard, I of W, Grocer Newport Pet April 8 Ord April 8  
 SANDERS, JOSEPH, and WILLIAM MACC, Alton, Staffs, Bakers Stoke on Trent April 9 Ord April 9  
 SMITH, FREDERICK WALKER, and PHILIP WILLIAM TAYLOR, Birmingham, Paper Box Manufacturers Birmingham Pet April 7 Ord April 7  
 SPENCER, HENRY, Leicester, Mechanic Leicester Pet April 8 Ord April 8  
 WALSH, WILLIAM, Nottingham, Traveller Nottingham Pet April 8 Ord April 8  
 WATSON, WILLIAM, Nelson, Lancs, Draper Burnley Pet April 8 Ord April 8  
 WHITHEAD, ARTHUR, Sheffield Sheffield Pet April 9 Ord April 9  
 WHITTAKER, JOHN, Leeds, Painter Leeds Pet April 8 Ord April 8  
 WILSON, JAMES, St Helena, Lancs, Fruitster's Assistant Liverpool Pet April 9 Ord April 9

## FIRST MEETINGS.

ANDREW, JAMES, Aldersgate st, Boot Manufacturer April 23 at 3.30 Bankruptcy bldgs. Carey st  
 BENT, ELIZA, Leicester, Tobaccoist April 18 at 12.30 Off Rec, 1, Bertride st, Leicester  
 BOOTH, JOHN, Biscuit, York April 21 at 10.15 Off Rec, Regent st, Biscuit  
 CANNON, HENRY STUIZ, Harlequin, Commercial Traveller April 21 at 2.30 Bankruptcy bldgs. Carey st  
 CANTWRIGHT, MARCUS GAGE, The Gables, nr Stroud, Dyer April 19 at 12.15 Off Rec, Station rd, Gloucester  
 CHAMBERS, WILLIAM SMITH, Gillingham, Kent, Engine Fitter April 21 at 12 116, High st, Rochester  
 CHANNELL, JOHN, Brooks, Norfolk, Farmer April 19 at 12 Off Rec, 8, King st, Norfolk  
 CHARLES, CHARLES MORAY, Newport, Carpenter April 18 at 11 Off Rec, Westgate chmbrs, Newport, Mon  
 CHICK, A. Y. & Co, Throgmorton st, Bankers April 23 at 11 Bankruptcy bldgs. Carey st  
 CLARKE, GEORGE WILLIAM, Oulton, nr Lowestoft, Baker April 19 at 11 Off Rec, 8, King st, Norwich  
 CLAY, ANDREW ARTHUR, Penhorne, Worcester, Hotel Keeper April 23 at 2.30 45, Copenhagen st, Worcester  
 COHEN, SIMON, Spitalfields, Cap Manufacturer April 21 at 12 Bankruptcy bldgs. Carey st  
 COLE, WALTER HENRY, Cardiff, Pembroke Dock. Commission Agent April 18 at 11 117, St Mary st, Cardiff  
 COOPER, HARRIET, Kidderminster, Confectioner April 18 at 2.15 Messrs Ivens & Co, Solicitors, Kidderminster  
 DAYVELL, ARTHUR RICHMOND, Beeston, Notis, Warehouseman April 18 at 12 Off Rec, 4, Castle pl, Park st, Nottingham  
 DENNEY, A. & Co, Bishopsgate st within April 24 at 12 Bankruptcy bldgs. Carey st  
 DOWLER, WILLIAM HARRY, Newport, Tea Merchant April 18 at 11.30 Off Rec, Westgate chmbrs, Newport, Mon  
 DRAKE, ALFRED, Norland, nr Halifax, Farmer April 18 at 3 Off Rec, Townhall chmbrs, Halifax  
 DUFFICK, THOMAS, Bridgeport, Salop, Boot Dealer May 14 at 12.45 County Court Office, Madeley  
 EMMET, JOHN, Long Lawford, Warwick, Coal Dealer April 21 at 11 Off Rec, 17, Hertford st, Coventry  
 FRANCIS, FOWELL, Trealaw, Glam, Colliery Overman April 18 at 8 135, High st, Merthyr Tydfil  
 FURNISS, WILLIAM, Chesterfield, Plumber April 18 at 1.30 Angel Hotel, Chesterfield  
 GALT, JOHN, Becham, Norfolk, Miller April 19 at 11.50 Off Rec, 8, King st, Norwich  
 GILL, FRED SMITH, Manningham, Bradford, Butcher April 18 at 11 Off Rec, 81, Manor row, Bradford  
 GOODRIDGE, NATHANIEL, Coventry, Stationer April 21 at 12 Off Rec, 17, Hertford st, Coventry  
 HAYWOOD, GEORGE, Dudley, Worcester April 19 at 10.30 Off Rec, Wolverhampton st, Dudley  
 JESSUP, GEORGE, sen, Old Buckenham, Norfolk, Farmer April 19 at 1 Off Rec, 8, King st, Norwich  
 LEACH, JOHN, sen, Crawley, Sussex, Chemist April 18 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton  
 LEWIS, JAMES EVANS, Llanon, Carmarthen, Farmer April 18 at 11 Off Rec, 4, Queen st, Carmarthen  
 LEWIS, REES, Abergwynd, Glam, Collier April 18 at 12 Off Rec, 81, Alexandra rd, Swansea  
 LILWALL, THOMAS, Carmarthen, Timber Merchant April 18 at 11.30 Off Rec, 4, Queen st, Carmarthen  
 McDONNELL, ROYALD, Liverpool, Agent April 23 at 12 Off Rec, 35, Victoria st, Liverpool  
 MARSH, MARK, Carlislebrook, I of W, Dairyman April 19 at 4 19, Quay st, Newport, I of W  
 MAY, GEORGE HENRY, Rotherham, York, Joiner April 18 at 11 Off Rec, Fletcham st, Sheffield  
 MOUNTFORD, W. G. & Co, Shrewsbury, Coach Builders April 19 at 11.30 Off Rec, 42, St John's hill, Shrewsbury  
 PEAR, JOHN, Luton, Coal Merchant April 19 at 12 Off Rec, Bridge st, Northampton  
 REYNOLDS, EDWARD WILLIAM, Newton Saint Faith's, Norfolk, Fruit Farmer April 19 at 12.30 Off Rec, 8, King st, Norwich  
 RIGBY, FREDERICK WILLIAM, Chester, Stationer April 18 at 12 Off Rec, Eastgate row, Chester  
 ROBERTS, HARRY BENTON, Marsh Baldon, Oxford, Publican April 18 at 12 1, 26 Aldate, Oxford  
 ROBINSON, CHARLES MOREVILLE, Baywater, Schoolmaster May 1 at 11 Court house, Luton  
 RUSSELL, ROBERT, Garsard, I of W, Grocer April 19 at 3.15 19, Quay st, Newport, I of W  
 SIDWELL, HENRY THOMAS, Jun, Herne Bay, Builder April 19 at 11 Off Rec, 63, Castle st, Canterbury  
 SMITH, WILLIAM, Beadruth, Cornwall, Coach Builder April 21 at 12 Off Rec, Boncawen st, Truro  
 SOUTHON, MARY, Westgate on sea, Boarding House Keeper April 24 at 9.15 Off Rec, 63, Castle st, Canterbury  
 THIRTELL, GEORGE, Landis, nr Framlingham, Suffolk, Blacksmith April 18 at 4 Off Rec, 36, Princess st, Ipswich  
 THORPE, ARTHUR WILLIAM, Clifton, York, Cake Merchant's Traveller April 21 at 1 Off Rec, The Red House, Dacombe pl, York  
 WHARTON, WALTER EDWARD, Darlington, Slater April 23 at 8 Off Rec, 8, Albert rd, Middlesbrough  
 WHITTAKER, JOHN, Leeds, Painter April 18 at 11 Off Rec, 22, Park row, Leeds  
 WILLIAMS, JONES, Cardiff, Grocer April 18 at 12 117, St Mary st, Cardiff

## ADJUDICATIONS.

BENT, ELIZA, Leicester, Tobaccoist Leicester Pet April 7 Ord April 7  
 BROWN, JAMES, New Shildon, Durham, Railway Guard Durham Pet April 7 Ord April 7  
 CANNON, HENRY STUIZ, Harlequin, Commercial Traveller High Court Pet April 7 Ord April 7  
 CHANNELL, JOHN, Brooks, Norfolk, Farmer Gt Yarmouth Pet March 19 Ord April 8

CLAY, ANDREW ARTHUR, Penhorne, Worcester, Hotel Keeper Worcester Pet March 5 Ord April 9  
 DRAKE, ALFRED, Norland, nr Halifax, Farmer Pet April 4 Ord April 4  
 GALT, JOHN, Biscuit, Norfolk, Miller Gt Yarmouth Pet March 26 Ord April 8  
 GILL, FRED SMITH, Manningham, Bradford, Butcher Bradford Pet April 18 Ord April 8  
 GREGORY, ARTHUR ALBERT, Nottingham, Clerk Nottingham Pet April 7 Ord April 7  
 HEWITT, ALFRED, Bursledon, Southampton Southampton Pet April 9 Ord April 9  
 HILL, JOHN, Tredgar, Boot Manufacturer Tredgar Pet March 10 Ord April 9  
 JENKINSON, JOSEPH, Sheffield, Butcher Sheffield Pet April 8 Ord April 8  
 JESSUP, GEORGE, sen, Old Buckenham, Norfolk, Farmer Norfolk Pet April 1 Ord April 7  
 JONES, WILLIAM, and DAVID, Llanidloes, Postypool, Oil Merchants Newport Pet March 21 Ord April 8  
 LILWALL, THOMAS, Carmarthen, Timber Merchant Carmarthen Pet April 7 Ord April 7  
 LUBWELLEN, ALBERT HOWARD, H.M. Prison, Kingston upon Hull, Saddler Kingston upon Hull Pet March 19 Ord April 8  
 Loe, WYNDHAM GEORGE, Dulwich High Court Pet March 4 Ord April 8  
 NEARBY, AUGUST, Cleveland mews, Fitzroy sq, Cabinet Maker High Court Pet April 7 Ord April 7  
 COLE, GEORGE EDWARD, Gainsborough, General Dealer Lincoln Pet April 9 Ord April 9  
 PARMORE, HARRY, Gloucester, Licensed Victualler Gloucester Pet April 5 Ord April 7  
 PEARL, ABRAHAM, Fournier st, Spitalfields, Trimming Seller High Court Pet Feb 1 Ord April 9  
 PINDER, CHARLES, HENRY, Gorton, Lancs, Draper Manchester Pet April 8 Ord April 8  
 ROBERTS, JOSEPH RICHARD, Southport, Chemical Manufacturer Liverpool Pet April 9 Ord April 9  
 ROWLEY, RICHARD, Culmpton, Devon, Schoolmaster Exeter Pet March 24 Ord April 7  
 RUSSELL, ROBERT, Garsard, I of W, Grocer Newport Pet April 8 Ord April 8  
 SANDERS, JOSEPH, and WILLIAM MAC, Alton, Staffs, Bakers Stoke upon Trent Pet April 9 Ord April 9  
 SPECHER, HENRY, Leicester, Mechanic Leicester Pet April 8 Ord April 8  
 VAN NOORDEN, CHARLES ALBERT ESKELL, Currier at High Court Pet Feb 4 Ord April 9  
 WALSH, WILLIAM, Nottingham, Traveller Nottingham Pet April 8 Ord April 8  
 WATSON, WILLIAM, Nelson, Lancs, Draper Burnley Pet April 8 Ord April 8  
 WETHERILL, RICHARD ROBINSON, Heston le Hole, Durham, Builder Durham Pet Jan 14 Ord April 4  
 WHITEHEAD, ARTHUR, Sheffield Sheffield Pet April 9 Ord April 9  
 WHITTAKER, JOHN, Leeds, Painter Leeds Pet April 8 Ord April 8  
 WILSON, JAMES, St Helens, Fruiterer's Assistant Liverpool Pet April 9 Ord April 9

Amended notice substituted for that published in the London Gazette of March 21:  
 CAREY, FREDERICK MURDOCK, Maidstone, Confectioner Canterbury Pet March 18 Ord March 18

Amended notice substituted for that published in the London Gazette of April 4:  
 DOWLER, WILLIAM HARRY, Langstone, Mon, Tea Merchant Newport, Mon Pet April 2 Ord April 2

Amended notice substituted for that published in the London Gazette of April 4:  
 MONCKEIFFE, RONALD, Turf Club, Ploasilly High Court Pet Feb 23 Ord March 26

London Gazette.—TUESDAY, APRIL 15.  
 RECEIVING ORDERS.

BARBER, PETER, Patricroft, Lancs, Confectioner Salford Pet April 10 Ord April 10  
 BARNES, CHARLES BENJAMIN, Ipswich, Coach Builder Ipswich Pet April 9 Ord April 9  
 BENNETT, WILLIAM THOMAS, Devonport, Coal Merchant Plymouth Pet April 11 Ord April 11  
 BENNETT, WILLIAMSON, Upton, Lancs, Carrier Lincoln Pet April 11 Ord April 11  
 BLACKMORE, HENRY, Bideford, Devon, Grocer Barnstaple Pet April 12 Ord April 12  
 BLANKLEY, CHARLES, Cripplegate High Court Pet April 12 Ord April 12  
 BRINDLEY, WILLIAM ARTHUR, Smethwick, Staffs, Grocer West Bromwich Pet April 10 Ord April 10  
 COLEMAN, TOM HENRY, Bedford, Builder Bedford Pet April 10 Ord April 10  
 CURTIS, RICHARD, Wakefield, Plumber Wakefield Pet April 12 Ord April 12  
 DEB, GEORGE LEOPOLD, Clapham Common, General Draper Wandsworth Pet April 10 Ord April 10  
 DOWNING, JOHN WESLEY, Wolverhampton, Solicitor Wolverhampton Pet April 11 Ord April 11  
 FISHER, GEORGE, East Ham, Essex, Builder High Court Pet April 11 Ord April 11  
 HAMPSTEAD, THOMAS, Bangor, Carnarvon, Licensed Victualler Bangor Pet April 11 Ord April 11  
 HARRIS, JAMES, Prestegige, Radnor, Licensed Victualler Llanidloes Pet April 13 Ord April 13  
 HARRIS, WILLIAM, East Molesey, Surrey, Sausage Manufacturer Kingston, Surrey Pet March 8 Ord April 10  
 HARRISON, ALBERT, Bedford, East Collector Bedford Pet April 10 Ord April 10  
 HASTINGS, JAMES, Hartlepool, Fisherman Sunderland Pet April 9 Ord April 9  
 HASTINGS, MARY, Hartlepool, Fisherman Sunderland Pet April 9 Ord April 9  
 HULBERT, FREDERICK, Helston rd, Pianoforte Dealer High Court Pet March 4 Ord April 11

## ISSUE OF £32,000,000 CONSOLS.

Of which £16,000,000 has already been placed, in the terms of this Prospectus.

First Dividend (for a full three months' interest), payable 5th July, 1902.

Price of Issue, fixed by H.M. Treasury at £93 10s. per cent.

THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND are authorized to receive applications for £15,000,000 CONSOLS, the balance of this issue of Stock.

The Stock will be in addition to, and will rank *pari passu* with, the £2½ per cent. Consolidated Stock (Consols) already existing.

The interest, at 2½ per cent. per annum until the 5th April, 1903, thereafter at 2½ per cent., will be payable on the 5th January, 5th April, 5th July, and 5th October. The First Dividend (for a full three months' interest) will be paid on the 5th July, 1902.

The Stock cannot be redeemed until the 5th April, 1923; but, on and after that date, it may be paid off at par, on such notice, at such times, and in such amounts as Parliament may determine.

Both the Capital and the Interest will be a charge on the Consolidated Fund of the United Kingdom.

The Books of the £2½ per cent. Consolidated Stock (Consols) are kept at the Bank of England and at the Bank of Ireland. Dividend Warrants will be transmitted by post, unless otherwise desired.

Applications, which must be accompanied by a deposit of £3 per cent., will be received at the Chief Cashier's Office, and at the Dividend Pay Office (Rotunda), Bank of England, and may be forwarded to that Bank, either directly, or through the medium of any Banker, or Stockbroker, in the United Kingdom.

In case of partial allotment, the balance of the amount paid as deposit will be applied towards the payment of the first instalment. Should there be a surplus after making that payment, such surplus will be refunded by cheque.

The list will be closed on, or before, Monday, the 21st April, 1902.

The dates on which the further payments will be required are as follows:—

£5 10s. per cent. on Wednesday, 7th May, 1902.	10	Thursday, 8th June, 1902.
15	Thursday, 10th July, 1902.	
20	Thursday, 7th August, 1902.	
25	Thursday, 4th September, 1902.	
30	Tuesday, 8th October, 1902.	

The instalments may be paid in full on, or after, the 7th May, 1902, under discount at the rate of £2½ per cent. per annum.

In case of default in the payment of any instalment at its proper date, the deposit and the instalments previously paid will be liable to forfeiture.

Script Certificates to bearer, with Coupons attached for the dividends payable on the 5th July, 1902, and 5th October, 1902, will be issued in exchange for the provisional receipts.

As soon as these Script Certificates to bearer have been paid in full they can be inscribed (in other words, can be converted into Stock), or they can be exchanged for Stock Certificates to bearer in denominations of £100, £50, £20, and £10, without payment of any fee, provided such exchange is effected not later than the 1st December, 1902.

Stock Certificates to bearer will have quarterly Coupons attached.

Inscribed Stock will be convertible into Stock Certificates to bearer at any time on payment of the usual fee of two shillings per cent.; and Stock Certificates to bearer can be inscribed, or, in other words, converted into Stock, on payment of the usual fee of one shilling per cent.

Applications must be for even hundreds of Stock; but the Stock, once inscribed, will be transferable in any sums which are multiples of a penny.

Applications must be on printed forms, which may be obtained at the Bank of England, and the Bank of Ireland, or at any of their Branches; or any of the London Banks; or Messrs. Mullens, Marshall, & Co., 4, Lombard-street, London, E.C.; or of any of the principal Stockbrokers.

BANK OF ENGLAND, 16th April, 1902.

## NORFOLK COUNTY COUNCIL LOANS.

THE Norfolk County Council are prepared to borrow money in sums of £100, or multiples thereof, secured by the 184½ of £100 DEBENTURE BONDS, BEARING INTEREST at 3½ per cent. per annum, payable half-yearly.

The Bonds are statutory securities in which TRUSTEES are authorized to invest, and are issued free of cost to the investor.

They are redeemable by the County Council after the expiration of ten years, and within thirty years on six months' notice at the option of the Council, but the wishes of investors with respect to the time of repayment will be given effect to as far as possible.

A PROSECUTION FEE of one-half per cent. will be paid to Solicitors and Agents.

Forms of application, and any further information desired, may be obtained of the undersigned.

CHARLES POSTER,

Clerk of the Norfolk County Council.

The Shirehall, Norwich, 15th February, 1902.

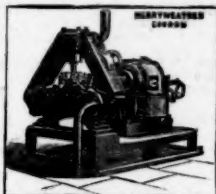


JOES RICHARD, Morfa Nevin, Carnarvon, Master Mariner Portmadoc Pet April 11 Ord April 11  
 KITCHEN, SAMUEL, and GEORGE FREDERICK SAUNDERS, Market Harborough, Leicester, Ironmongers Leicester Pet March 28 Ord April 9  
 LAITWOOD, WILLIAM PENNINGTON, Hoo Brook, nr Kidderminster, Farm Bailiff Kidderminster Pet April 11 Ord April 11  
 LEE, GEORGE, Bromsgrove, Worcester, Market Gardener Worcester Pet April 10 Ord April 10  
 MILLER, JOHN HENRY, Bungay, Suffolk, Grocer Gt Yarmouth Pet April 10 Ord April 10  
 NORTON, WILLIAM, Leeds, Coal Merchant Leeds Pet April 11 Ord April 11  
 PARRY, KATE HELEN, Holyhead, Schoolmistress Bangor Pet April 10 Ord April 10  
 PERRY, ALEXANDER WILLIAM, Ludgate Hill, Publisher High Court Pet Feb 3 Ord March 12  
 ROBINSON, JOHN, Shipley, Yorks, Egg Salesman Bradford Pet April 11 Ord April 11  
 SAST, THOMAS, Wolverhampton Wolverhampton Pet April 11 Ord April 11  
 SHAW, GEORGE, Mossall Dale, nr Buxton, Farmer Derby Pet April 11 Ord April 11  
 SHERWIN, GEORGE HENRY, Rochdale, Mechanic Rochdale Pet April 11 Ord April 11  
 STAINER, ALBERT JESSE, Mangotsfield, Glos, Farmer Bristol Pet April 11 Ord April 11  
 STANLEY, JOHN HENRY, Eastbourne, Licensed Victualler Eastbourne Pet April 10 Ord April 10  
 STONEY, WILLIAM, Leeds, Labourer Leeds Pet April 11 Ord April 11  
 SUBSIST, GEORGE, Westbourne Grove, Stationer High Court Pet April 12 Ord April 12  
 TENNET, WILLIAM, Middlesbrough, Accountant Middlesbrough Pet April 10 Ord April 10  
 THOMAS, THOMAS, and MARTHA THOMAS, Aberavon, Glam, Milliners Aberavon Pet April 11 Ord April 11  
 TULETT, ALFRED STEPHEN, Crookenhill, nr Dartford, Florist Rochester Pet April 10 Ord April 10  
 VARTY, JOHN CARNAULT, Gt Portland st, Oxford, General Furnishing Ironmonger High Court Pet April 12 Ord April 12  
 WALKER, WALTER, Morecambe, Grocer Preston Pet April 10 Ord April 10  
 WELLS, FREDERICK COURTNEY, Croydon, Auctioneer Croydon Pet March 21 Ord April 8  
 WOOD, RICHARD SAMUEL, Hulme, Manchester Manchester Pet April 12 Ord April 12  
 WRIGHT, JOHN, Barrow by Chester, Farmer Chester Pet April 12 Ord April 12  
 YARWOOD, CHARLES, Manchester, Fish Salesman Manchester Pet April 12 Ord April 12

## FIRST MEETINGS.

BARBER, PETER, Patricroft, Lancs, Confectioner April 23 at 3 Off Rec, Byrom st Manchester  
 BOWDEN, FREDERICK LIONEL THOMAS, and GEORGE PERCIVAL BOWDEN, Bristol, Photographers April 23 at 11.30 Off Rec, 26, Baldwin st, Bristol  
 BROWN, JAMES, New Shildon, Durham, Railway Guard April 23 at 8 Off Rec, 25, John st, Sunderland  
 CLARK, ALFRED THORNHILL, Gt Grimsby April 23 at 11 Off Rec, 15, Colgate st, Gt Grimsby  
 CLARK, GEORGE, Bedminster, Bristol, Builder April 23 at 11.45 Off Rec, 26, Baldwin st, Bristol  
 CULLER, ROBERT, Hanston st Edmunds, Grocer April 23 at 1.30 Off Rec, 4, King st, Norwich  
 EDWARDS, EDWARD JOHN, Aberystwith, Cardigan, Innkeeper April 23 at 11 Town Hall, Aberystwith  
 EDWARDS, WILLIAM, Wolverhampton, Boot Manufacturer April 23 at 12 Off Rec, Wolverhampton  
 FIDDER, GEORGE, East Ham, Builder April 24 at 2.30 Bankruptcy bldg, Carey st  
 GODFREY, G. & L. Ford, General Produce Dealer April 23 at 2.30 Bankruptcy bldg, Carey st  
 GUNDOY, ARTHUR ALBERT, Nottingham, Clerk April 22 at 12 Off Rec, 4, Castle pl, Park st, Nottingham  
 HALL, HENRY, and BENJAMIN RICHARDS, Hall, Wilenhall, Cabinet Makers April 23 at 11 Off Rec, Wolverhampton  
 HANSEN, CHARLES FREDERICK JULIUS, Mark la, Export Butter Merchant April 23 at 12 Bankruptcy bldg, Carey st  
 HASTINGS, JAMES, Hartlepool, Fisherman April 22 at 3.30 Off Rec, 25, John st, Sunderland  
 HASTINGS, MATTHEW, Hartlepool, Fisherman April 22 at 3.40 Off Rec, 25, John st, Sunderland  
 HEWITT, ALFRED, Bursledon, Southampton, Gentleman April 23 at 3 Off Rec, 172, High st, Southampton  
 HIBBS, THOMAS, Balliol Heath, Worcester, Baker April 23 at 12 174, Corporation st, Birmingham  
 HURST, HENRY E, Baker st, Company Promoter April 25 at 12 Bankruptcy bldg, Carey st  
 JONES, ROBERT EDWARD, Trawsfynydd, Merioneth, Grocer April 23 at 1.45 Queen's Hotel, Bala, Festiniog  
 LANGBURN, ROBERT JEFFERY, Middlesbrough, Labourer April 25 at 12.30 Off Rec, 8, Albert row, Middlesbrough  
 LEE, GEORGE, Bromsgrove, Worcester, Market Gardener April 24 at 12 45, Copenhagen st, Worcester  
 MIDDLETON, W. N. Budge row, Company Promoter April 23 at 12 Bankruptcy bldg, Carey st  
 NISSEL, AUGUST, Cleveland mews, Fitzroy sq, Cabinet Maker April 23 at 2.30 Bankruptcy bldg, Carey st  
 KOSTON, WILLIAM, Beeston Hill, Leeds, Coal Merchant April 23 at 11.30 Off Rec, 32, Park row, Leeds  
 PARMORE, HARRY, Gloucester, Licensed Victualler April 23 at 3 Bell Hotel, Gloucester  
 PERRY, ALEXANDER WILLIAM, Ludgate Hill, Publisher April 23 at 12 Bankruptcy bldg, Carey st  
 PINDER, CHARLES HENRY, Gorton, Lancs, Draper April 23 at 3.30 Off Rec, Byrom st, Manchester  
 PRICE, ALBERT, New Tedegar, Mon, Grocer April 23 at 12 186, High st, Merseyside Tyddi  
 ROBERT, MATTHEW, Croydon, Debenture Broker April 25 at 11.30 24, Railway app, London Bridge  
 ROBINSON, JOHN, Shipley, Yorks, Egg Salesman April 23 at 11 Off Rec, 31, Manor row, Bradford

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ROBINSON, BERTRAM MONTAGUE, Birmingham, Metal Broker April 23 at 11 174, Corporation st, Birmingham  
 SHARP, JOHN JAMES, Boleford, Lines, Baker April 22 at 12.15 Off Rec, 4 and 6, West st, Boston  
 SPENCER, HENRY, Leicester, Mechanic April 22 at 12.30 Off Rec, 1, Bertrids st, Leicester  
 STAINER, ALBERT JESSE, Mangotsfield, Glos, Farmer April 23 at 12 Off Rec, 26, Baldwin st, Bristol  
 STONEY, WILLIAM, Leeds, Labourer April 23 at 11 Off Rec, 22, Park row, Leeds  
 TAYLOR, THOMAS, Barrow in Furness, French Polisher April 23 at 12 Off Rec, 16, Cornwallis st, Barrow in Furness  
 WESTER, ROBERT BARRINGTON, Kingston upon Hull, Pork Butcher April 22 at 11.30 Off Rec, Trinity House ln, Hull  
 WHARAN, FRED, Kingston upon Hull, Butcher April 22 at 11 Off Rec, Trinity House ln, Hull  
 WILSON, JAMES, St Helen's, Lancs, Fruiterer's Assistant April 24 at 10.30 Off Rec, 35, Victoria st, Liverpool  
 WOOD, RICHARD SAMUEL, Hulme, Manchester April 23 at 2.30 Off Rec, Byrom st, Manchester

## ADJUDICATIONS.

BARBER, PETER, Patricroft, Lancs, Confectioner Salford Pet April 10 Ord April 11  
 BARBER, CHARLES BENJAMIN, Ipswich, Coachbuilder Ipswich Pet April 9 Ord April 9  
 BENNETT, WILLIAMSON, Upton, Lines, Carrier Lincoln Pet April 11 Ord April 11  
 BLACKMORE, HENRY, Bideford, Devon, Grocer Barnstaple Pet April 12 Ord April 12  
 BLAKELEY, CHARLES, Fug st, Cripplegate High Court Pet April 12 Ord April 12  
 BROWN, FRANK JAMES, Bournemouth Poole Pet April 12 Ord April 12  
 CURTIS, RICHARD, Wakefield, Plumber and Gas Fitter Wakefield Pet April 12 Ord April 12  
 DALRY, E. A., Eaton Socon, Beds, Brewer Bedford Pet March 12 Ord April 12  
 DEK, GEORGE LEOPOLD, West side, Clapham Common, General Draper Wandsworth Pet April 10 Ord April 10  
 DENFERT, ARTHUR, Bishopsgate at Within, American Hard Wood Importer High Court Pet March 18 Ord April 11  
 DOWLING, JAMES LEWIS, Leadenhall Market, Pork Butcher High Court Pet March 8 Ord April 11  
 DOWNEY, DANIEL RUSSELL, High Holborn, Quantity Surveyor High Court Pet March 18 Ord April 10  
 DOWLING, JOHN WESLEY, Wolverhampton, Solicitor Wolverhampton Pet April 11 Ord April 11  
 EDWARDS, WILLIAM, Wolverhampton, Shoe Manufacturer Wolverhampton Pet March 37 Ord April 10  
 FERRERS, ANNETTE HANNAH HEATON SCOPES, Bayswater High Court Pet Jan 29 Ord April 10  
 FISHER, GEORGE, East Ham, Essex, Builder High Court Pet April 11 Ord April 11  
 GODFREY, GEORGE STEPHEN, Ilford, General Produce Dealer High Court Pet March 19 Ord April 10  
 HARRISON, ALBERT, Bedford, Rent Collector Bedford Pet April 10 Ord April 10  
 HASTINGS, JAMES, Hartlepool, Fisherman Sunderland Pet April 9 Ord April 9  
 HASTINGS, MATTHEW, Hartlepool, Fisherman Sunderland Pet April 9 Ord April 9  
 JONES, RICHARD, Morfa Nevin, Carnarvon, Master Mariner Portmadoc Pet April 11 Ord April 11  
 LAITWOOD, WILLIAM PENNINGTON, Hoo Brook, nr Kidderminster, Farm Bailiff Kidderminster Pet April 11 Ord April 11

LEE, GEORGE, Bromsgrove, Worcester, Market Gardener Worcester Pet April 10 Ord April 10  
 LEWIS, JAMES EVANS, Llanon, Carmarthen, Farmer Carmarthen Pet March 19 Ord April 9  
 NORTON, WILLIAM, Beeston Hill, Leeds, Coal Merchant Leeds Pet April 11 Ord April 11  
 PARRY, KATE HELEN, Holyhead, Schoolmistress Bangor Pet April 10 Ord April 10  
 ROBINSON, JOHN, Shipley, Yorks, Egg Salesman Bradford Pet April 11 Ord April 11  
 ROLL, CUTHBERT PATTERSON, North Shields, Grocer Newcastle on Tyne Pet March 15 Ord April 10  
 SAST, THOMAS, Wolverhampton Wolverhampton Pet April 11 Ord April 11  
 SHAW, GEORGE, Mossall Dale, nr Buxton, Farmer Derby Pet April 11 Ord April 11  
 SHERWIN, GEORGE HENRY, Rochdale, Mechanic Rochdale Pet April 11 Ord April 11  
 STONEY, WILLIAM, Leeds, Labourer Leeds Pet April 11 Ord April 11  
 TENNET, WILLIAM, Middlesbrough, Accountant Middlesbrough Pet April 10 Ord April 10  
 THOMAS, THOMAS, and MARTHA THOMAS, Aberavon, Drapers Aberavon Pet April 11 Ord April 11  
 THOMAS, ARTHUR WILLIAM, Clifton, York, Coal Merchant's Traveller York Pet March 28 Ord April 11  
 THURMAN, CHESTER ROBERT, Glynneath, Glam, Engineer Aberavon Pet March 7 Ord April 12  
 TULETT, ALFRED STEPHEN, Crookenhill, nr Dartford, Florist Rochester Pet April 10 Ord April 10  
 VARTY, JOHN CARNAULT, Gt Portland st, Oxford, General Furnishing Ironmonger High Court Pet April 12 Ord April 12  
 WALKER, WALTER, Morecambe, Grocer Preston Pet April 10 Ord April 10  
 WILBY, FREDERICK CHARLES, Belsize Park, Hampstead, Builder High Court Pet March 17 Ord April 11  
 WRIGHT, JOHN, Barrow by Chester, Farmer Chester Pet April 12 Ord April 12  
 YARWOOD, CHARLES, Manchester, Fish Salesman Manchester Pet April 12 Ord April 12

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Dental Surgery and Pathology—W. B. Paterson, F.R.C.S., L.D.S., on Tuesdays and Fridays, at 5.30 p.m. (Summer).

Mechanical Dentistry—R. Lloyd-Williams, L.R.C.P., M.R.C.S., L.D.S., L.S.A., on Wednesdays, at 5.30 p.m. (Winter). (Demonstrator—Mr. W. F. Flett.)

Metalurgy in its Application to Dental Purposes—Dr. Forster Morley, M.A., F.I.C., F.C.S., on Thursdays, at 5.30 p.m. (Winter). (Demonstrator—Percy Richards, F.I.C., F.C.S.)

Material Medica and its Application to Dental Surgery—Harold Austin, M.B., B.S. (Lond.), L.R.C.P., M.R.C.S., L.D.S. Mondays, 5.30 p.m. (Summer).

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